

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated as of December 23, 2021, is made,

BETWEEN:

GREENRIDEZ 2.0 ACQUISITIONS CORP., a BC company with its registered office address at 2900-595 Burrard Street, Vancouver, BC, V7X 1J5
(the “**Purchaser**”)

AND:

HERMAN HOLDINGS LIMITED, an Ontario corporation with its registered office address at 20 Morisot Avenue, Thornhill, ON, L4J 9H4
(the “**Seller**”)

WHEREAS:

- A. The Seller is the legal and beneficial owner of 4,000,000 Common shares (the “**Purchased Shares**”) in the capital of Richmond Pharma Inc. (the “**Corporation**”).
- B. The Purchaser has agreed to purchase, and the Seller has agreed to sell, the Purchased Shares upon the terms and conditions set out in this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows.

1. SALE AND PURCHASE

- 1.1 Subject to the terms and conditions hereof, effective on the Closing Date, the Seller hereby sells and transfers to the Purchaser, and the Purchaser hereby purchases from the Seller, the Purchased Shares inclusive of all benefits associated thereto, as hereinafter set forth.
- 1.2 The purchase and sale of the Purchased Shares shall be completed (the “**Closing**”) on the date hereof, or on such other date as may be agreed upon in writing by the parties hereto (the “**Closing Date**”).

2. PURCHASE PRICE

- 2.1 The purchase price for the Purchased Shares shall be \$1,750,000 (the “**Purchase Price**”).
- 2.2 On the Closing Date, the Purchaser will pay and satisfy the Purchase Price by transferring to the Purchaser all legal and beneficial rights to 17,500,000 common shares in the capital of the Purchaser (the “**Consideration Shares**”) at the deemed price of \$0.10 per share.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER

- 3.1 The Seller hereby represents and warrants as follows, and hereby acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by it of the Purchased Shares, which representations and warranties shall survive Closing:

- (a) the Seller is a company duly incorporated, validly existing and in good standing under the laws of the Province of Ontario;
- (b) the Seller has the corporate or legal power and authority to own its assets and carry on its business as currently owned and carried on. No resolution has been adopted providing for the dissolution or winding up of the Seller;
- (c) the Seller owns the Purchased Shares with good and marketable title, free and clear of all encumbrances and, subject to consent of the board of directors of the Corporation, the Seller is entitled to sell, transfer and assign good and marketable title in the Purchased Shares to the Purchaser free of any such encumbrances;
- (d) at the Closing, the Purchased Shares will be duly authorized, validly issued, fully paid and non-assessable, and will have been duly issued to the Purchaser;
- (e) the Seller is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (f) this Agreement has been duly executed by the Seller and constitutes a valid and binding obligation of the Seller, enforceable against it in accordance with the terms hereof;
- (g) the execution by the Seller of this Agreement, the performance by it of its obligations hereunder and the completion of the transactions contemplated herein will not result in:
 - (i) a material breach of any provision of: (i) the articles and by-laws of the Seller, or (ii) any laws; or
 - (ii) result in the creation or imposition of any encumbrance upon the Purchased Shares.
- (h) no consent, approval, notice, order, authorization, filing, or permit is necessary or otherwise required to be obtained by the Seller from any governmental authority or person in connection with the execution and delivery of this Agreement or the consummation by the Seller of the transactions contemplated hereby; and
- (i) there are no outstanding actions, suits, proceedings, arbitrations or legal, administrative or governmental inspections pending, or to the knowledge of the Seller, threatened against the Seller with respect to the Purchased Shares. There is no judgment, order, writ, injunction, decree or other similar award outstanding against the Seller or by which the Seller is bound which relates to the Purchased Shares.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 The Purchaser hereby represents and warrants as follows, and hereby acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the sale by it of the Purchased Shares, which representations and warranties shall survive Closing:

- (a) the Purchaser is a company duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia;

- (b) the Purchaser has the corporate or legal power and authority to own its assets and carry on its business as currently owned and carried on. No resolution has been adopted providing for the dissolution or winding up of the Purchaser;
- (c) at the Closing, the Consideration Shares will be duly authorized, validly issued, fully paid and non-assessable, and will have been duly issued to the Seller;
- (d) the Purchaser is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (e) this Agreement has been duly executed by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with the terms hereof;
- (f) the execution by the Purchaser of this Agreement, the performance by it of its obligations hereunder and the completion of the transactions contemplated herein will not result in a material breach of any provision of the articles and by-laws of the Purchaser; and
- (g) no consent, approval, notice, order, authorization, filing, or permit is necessary or otherwise required to be obtained by the Purchaser from any governmental authority or person in connection with the execution and delivery of this Agreement or the consummation by the Purchaser of the transactions contemplated hereby.

5. CLOSING DELIVERABLES

5.1 On or before the Closing Date, the Seller shall deliver, or cause to be delivered, the following documents to the Purchaser:

- (a) the share certificate representing the Purchased Shares registered in the name of the Seller endorsed for transfer to the Purchaser or accompanied by a duly executed instrument of transfer;
- (b) evidence of the approval of the board of directors of the Corporation of the transfer of the Purchased Shares contemplated in this Agreement being granted on or before the Closing Date, in form and substance reasonably satisfactory to the Seller; and
- (c) a share certificate representing the Purchased Shares registered in the name of the Purchaser.

5.2 On or before the Closing Date, the Purchaser shall deliver, or cause to be delivered, the following documents to the Seller:

- (a) a share certificate representing the Consideration Shares registered in the name of the Seller.

6. NOTICES

6.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), and delivered to the address of

the party set out above, or to such other address as may be specified by one party to the other in a notice given in the manner herein provided.

- 6.2 Any notice given pursuant to Section 6.1 shall be deemed to have been given (i) if effected by personal delivery, or telecommunication, facsimile or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

7. MISCELLANEOUS

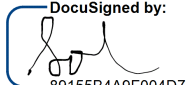
- 7.1 No supplement, modification or waiver or termination of this Agreement shall be binding unless duly executed in writing by the party to be bound thereby.
- 7.2 All references in this Agreement to dollars are expressed in Canadian currency.
- 7.3 In this Agreement words importing the singular number only shall include the plural and vice-versa, words importing a specific or neutral gender shall include the other gender.
- 7.4 Time shall be of the essence of this Agreement.
- 7.5 This Agreement, which includes the recitals to this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- 7.6 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereby submit to the jurisdiction of the Courts of the Province of Ontario.
- 7.7 Both before and after the Closing Date, the parties shall, with reasonable diligence, execute and deliver all such further documents and instruments, do all such acts, deeds and things and provide all such reasonable assurances as may be necessary or requisite to carry out the full intent and meaning of this Agreement and to give effect to and consummate the transactions contemplated.
- 7.8 This Agreement shall not be assignable by any party without the prior written consent in writing of the other party.
- 7.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 7.10 The parties further agree and acknowledge that for the purposes of execution:
- (a) This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same document; and

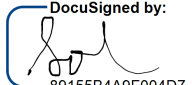
- (b) An electronic copy of this Agreement, when duly executed by all parties, is deemed to be firm and binding upon all parties, unless and until superseded by an originally executed copy of this Agreement.

[signature page follows]

TO EVIDENCE THEIR AGREEMENT, this Agreement has been executed by the parties as of the date of this Agreement.

GREENRIDEZ 2.0 ACQUISITIONS CORP.

By:  DocuSigned by:




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Name: Solomon Elimimian

Title: President

HERMAN HOLDINGS LIMITED

By:  DocuSigned by:



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Name: Narmeh Kassabian

Title: President