

**FOUR ELEVEN TECHNICAL SERVICES INC.
GRAYFOR 2017 TRUST
2017 BLUNDELL FAMILY TRUST**

as Vendors

and

PLANT-BASED INVESTMENT CORP.

as Purchaser

SHARE PURCHASE AGREEMENT

May 1, 2022

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SHARE PURCHASE AGREEMENT

Share Purchase Agreement dated May 1, 2022, between Four Eleven Technical Services Inc., Grayfor 2017 Trust, and 2017 Blundell Family Trust (each a “**Vendor**” and collectively, the “**Vendors**”) and Plant-Based Investment Corp. (the “**Purchaser**”).

ARTICLE 1 INTERPRETATION

Section 1.1 **Defined Terms.**

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

“**Agreement**” means this share purchase agreement.

“**Ancillary Agreements**” means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

“**Assets**” means, with respect to a Person, all property and assets of the Person of every nature and kind and wheresoever situate.

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

“**Books and Records**” means, with respect to a Person, all information in any form relating to the business of such Person, including, as applicable, books of account, financial and accounting information and records, personnel records, Tax records, sales and purchase records, and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices and applications).

“**Business**” means the business of the Corporation, being the provision of management services (and for greater certainty, excluding the business of any client to whom the Corporation provides management services).

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

“**Closing**” means the completion of the transaction of purchase and sale contemplated in this Agreement.

“Closing Date” means the earlier of (i) the Outside Date, or (ii) three Business Days following the satisfaction of all conditions of Closing to be satisfied before the time of Closing, or such earlier or later date as the Parties may agree in writing.

“Constituting Documents” means (a) articles of incorporation, amalgamation, or continuation, as applicable, and by-laws, (b) declarations of trust, (c) partnership agreements, or (d) other applicable governing instruments, and all amendments thereto.

“Contracts” means all agreements to which the Corporation is a party including all contracts, leases of real or personal property and commitments of any nature, written or oral.

“Corporate Records” means, in respect of a Person that is not an individual, the corporate records of such Person, including, as applicable (i) all Constituting Documents, (ii) all minutes of meetings and resolutions of securityholders and directors (and any committees), and (iii) the share certificate books, securities register, register of transfers and register of directors.

“Corporation” means CGOC Management Corp.

“Corporation Debt” means the principal amount of the debt and all accrued and unpaid interest thereon, due and owing by the Corporation set out in the Vendor Disclosure Letter.

“Corporation Financial Statements” means the unaudited, management-prepared financial statements of the Corporation, consisting of a statement of financial position as at October 31, 2021, and a statement of profit and loss for the financial year ended October 31, 2021.

“Corporation Interim Balance Sheet” means the unaudited, management-prepared statement of financial position of the Corporation dated as at the Corporation Interim Balance Sheet Date.

“Corporation Interim Balance Sheet Date” means February 28, 2022.

“CSE” means the Canadian Securities Exchange.

“Damages” has the meaning specified in Section 9.1.

“Direct Claim” means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles an Indemnified Party to make a claim for indemnification under this Agreement.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, county, municipal, local or other governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, board, bureau, agency, commissioner, tribunal or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any stock exchange and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“Grown Rogue” means Grown Rogue International Inc., a corporation existing under the Laws of the Province of Ontario.

“Intellectual Property” means domestic and foreign: (i). patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) software; and (viii) any other intellectual property and industrial property.

“Interim Period” means the period between the close of business on this date and the Closing.

“Laws” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) policies, guidelines, notices and protocols of any Governmental Entity, in each case binding on or affecting the Person referred to in the context in which the word is used.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation.

“Numberco” means 2163777 Ontario Inc.

“Numberco Financial Statements” means unaudited, management-prepared financial statements of the Corporation, consisting of a statement of financial position as at September 30, 2021, and a statement of profit and loss for the financial year ended September 30, 2021.

“Ordinary Course” means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person.

“Outside Date” means May 6, 2022.

“Parties” means each of the Vendors and the Purchaser, and any other Person who may become a party to this Agreement.

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

“Proportionate Interest” means, with respect to any Vendor, the quotient obtained by dividing: (i) the number of Purchase Consideration Shares deliverable to such Vendor in exchange for such Vendor’s Purchased Shares, by (ii) the total number of Purchase Consideration Shares.

“Purchase Consideration Shares” means 31,650,000 common shares in the capital of Grown Rogue.

“Purchase Price” has the meaning specified in Section 2.2.

“Purchased Shares” means collectively, the Technical Purchased Shares and the Trust Vendors Purchased Shares.

“Purchaser” means Plant-Based Investment Corp.

“Purchaser’s Indemnified Persons” has the meaning specified in Section 9.1.

“Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended.

“Taxes” means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized

sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"Technical" means Four Eleven Technical Services Inc.

"Technical Purchased Shares" means 500,000 common shares in the capital of the Corporation, representing 50% of the issued and outstanding common shares of the Corporation and of all of the issued and outstanding equity of the Corporation of all classes, which are owned by Technical.

"Third Party Claim" means any action, suit, proceeding, arbitration, claim, demand, inquiry, investigation, hearing, application, injunction, order or appeal that is instituted or asserted by a third party, including a Governmental Entity, against an Indemnified Party which entitles the Indemnified Party to make a claim for indemnification under this Agreement.

"Trust Vendors" means Grayfor 2017 Trust and 2017 Blundell Family Trust.

"Trust Vendors Purchased Shares" means 100 Class A common shares in the capital of Numberco owned by Grayfor 2017 Trust, and 100 Class A common shares in the capital of Numberco owned by 2017 Blundell Family Trust, which collectively represent all of the issued and outstanding shares of all classes and 100% of the equity of, Numberco.

"Vendor Disclosure Letter" means the disclosure letter dated the date of this Agreement executed by the Vendors and delivered to the Purchaser in connection with the execution of this Agreement.

"Vendors" means, collectively, Technical and each of the Trust Vendors.

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement to dollars, or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Certain Phrases, etc.

In this Agreement (i) the words “including”, “includes” and “include” mean “including (or includes or include) without limitation”, and (ii) the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”. Unless otherwise specified, the words “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.6 Knowledge.

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Vendors, it will be deemed to refer to the actual knowledge of [REDACTED], after having made due and diligent inquiry of such Persons as they consider necessary as to the matters that are the subject of the representations and warranties.

Section 1.7 References to Persons and Agreements.

Any reference in this Agreement to a Person includes its heirs, administrators, executors, legal personal representatives, successors and permitted assigns. The term “Agreement” and any reference in this Agreement to this Agreement, or any other agreement or document includes, and is a reference to, this Agreement, or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it.

Section 1.8 Statutes.

Any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted up to the Closing Date.

Section 1.9 **Non-Business Days.**

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

ARTICLE 2
PURCHASED SHARES AND PURCHASE PRICE

Section 2.1 **Purchase and Sale.**

Subject to the terms and conditions hereof, at the Closing, in exchange for the Purchase Price, (i) each of the Trust Vendors agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Trust Vendors, the Trust Vendors Purchased Shares; and (ii) Technical agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from Technical, the Technical Purchased Shares.

Section 2.2 **Purchase Price.**

The consideration (the "**Purchase Price**") payable by the Purchaser to the Vendors for the Purchased Shares is the Purchase Consideration Shares, which the parties have determined have an aggregate fair market value equal to **\$1,400,000**.

Section 2.3 **Payment of the Purchase Price.**

- (1) The Purchase Price for the Purchased Shares shall be satisfied at the Closing as follows:
 - (a) The Purchaser shall sell, assign and transfer each of the Trust Vendors (as the Trust Vendors jointly direct in writing at least three Business Days before the Closing Date) an aggregate number of Purchase Consideration Shares equal to one quarter (25%) of the total number of Purchase Consideration Shares; and
 - (b) The Purchaser shall sell, assign and transfer to Technical (as Technical direct in writing at least three Business Days before the Closing Date) an aggregate number of Purchase Consideration Shares equal to one half (50%) of the total number of Purchase Consideration Shares.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Section 3.1 **Representations and Warranties of the Vendors with respect to the Vendors.**

Each Vendor, on its own behalf, represents and warrants as follows to the Purchaser, and acknowledges and agrees that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Purchased Shares. The Purchaser acknowledges that it has had the opportunity to conduct due diligence and investigation with

respect to the transactions contemplated by this Agreement and that, to the extent that the Purchaser, or any of the Purchaser's agents or representatives, by reason of that due diligence and investigation or otherwise, knew or ought to have known that any representation and warranty made by a Vendor in this Agreement is or might be inaccurate or untrue, the Purchaser releases and waives all rights and remedies, including the right to indemnity, against that Vendor arising out of the breach of that representation and warranty.

- (a) **Existence of Vendor.** If the Vendor is a corporation, it is duly incorporated and validly existing under the Laws of its jurisdiction of incorporation. If the Vendor is a trust, it has been duly established and is a validly existing trust the Laws of its jurisdiction of organization.
- (b) **Capacity and Authority.**
 - (i) If the Vendor is a corporation, it has all necessary corporate power and authority to execute, deliver, and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.
 - (ii) If the Vendor is a trust, the individual executing this agreement on behalf of the Vendor (a) is qualified to act for and on behalf of the Trust in a representative capacity, and (b) has full authority, power and right to execute, deliver, and perform this Agreement and each Ancillary Agreement, for and on behalf of and in the name of the Trust, and to sell, assign and transfer the Trust Vendors Purchased Shares to the Purchaser in the manner contemplated herein.
- (c) **Authorization.** The execution and delivery of, and performance by the Vendor of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action or trustee proceedings, as applicable, on the part of the Vendor.
- (d) **No Conflict.** The execution and delivery of and performance by the Vendor this Agreement and each of the Ancillary Agreements to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of the such Vendor's Constating Documents;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any

Contracts, Leases or instruments to which such Vendor is a party or pursuant to which any of its Assets or property may be affected;

- (iii) does not and will not result in the violation of any Law.
- (e) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which such Vendor is a party have been duly executed and delivered by such Vendor and constitute legal, valid and binding agreements of them enforceable against them in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (f) **No Other Agreements to Purchase.** Except for the Purchaser'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 the purchase or acquisition from the Vendor of any of the Purchased Shares.
- (g) **Title to Purchased Shares.** The Vendor is the legal owner of the Purchased Shares set forth beside its name in Schedule 2.3, with a good title, free and clear of all Liens other than those restrictions on transfer contained in the articles of the Corporation. At Closing, the Vendor will have the absolute and exclusive right to sell those Purchased Shares to the Purchaser as contemplated by this Agreement.
- (h) **Residence of the Vendors.** The Vendor is not a non-resident of Canada within the meaning of the Tax Act.
- (i) **Litigation.** There are no (i) actions, suits or proceedings, at Law or in equity, by any Person, (ii) any grievance, arbitration or alternative dispute resolution process, or (iii) administrative or other proceeding by or before (or to the knowledge of the Vendors, any investigation by) any Governmental Entity, pending, or, to the knowledge of the Vendor, threatened against or affecting the Vendor that might reasonably be expected interfere with the ability of the Vendor to consummate the transactions contemplated hereby and, to the knowledge of the Vendors, there is no valid basis for any such action, complaint, grievance, suit, proceeding, arbitration or investigation.

Section 3.2 **Representations and Warranties of the Vendors with respect to the Corporation.**

The Vendors jointly and severally represent and warrant as follows to the Purchaser, and acknowledge and agree that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Purchased Shares. For greater certainty, such representations and warranties are made solely with respect to the Corporation and the Business, and not with respect to the Purchaser or its business. The Purchaser acknowledges that it has had the opportunity to conduct due diligence and investigation with respect to the transactions contemplated by this Agreement and that, to the extent that the Purchaser, or any of the Purchaser's agents or representatives, by reason of that due diligence and investigation or otherwise, knew or ought to have known that any representation and warranty made by a Vendor in this Agreement is or might be inaccurate or untrue, the Purchaser releases and waives all rights and remedies, including the right to indemnity, against that Vendor arising out of the breach of that representation and warranty.

Corporate Matters

- (a) **Incorporation and Qualification.** The Corporation is a corporation incorporated and existing under the Laws of its jurisdiction of incorporation, and the Corporation is qualified, licensed or registered to carry on business in each of the jurisdictions in which the nature of its Assets or its business makes such qualification necessary or where the Corporation conducts any material business.
- (b) **Corporate Authorization.** The performance by the Corporation of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of the Corporation.
- (c) **No Conflict.** The execution and delivery of and performance by the Corporation of each of the Ancillary Agreement to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of the Corporation's Constatng Documents; and
 - (ii) do not and will not result in the violation of any Law.
- (d) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion by the Corporation of the transactions contemplated by this Agreement.

- (e) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which the Corporation is a party have been duly executed and delivered by the Corporation and constitute legal, valid and binding agreements of it enforceable against it in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (f) **Authorized and Issued Capital.** The authorized capital of the Corporation consists of an unlimited number of common shares of which 1,000,000 common shares (and no more) have been duly issued and are outstanding as fully paid and non-assessable, and 500,000 of such common shares are legally owned by Technical and 500,000 of such common shares are legally owned by Numberco. All of the Purchased Shares have been issued in compliance with all applicable Laws including applicable securities Laws. The Corporation is not a reporting issuer under the securities laws of any jurisdiction of Canada, and there is no published market for the Purchased Shares. The Corporation is a "private issuer" as defined in s. 2.4 of National Instrument 45-106.
- (g) **No Other Agreements to Purchase.** Except for the Purchaser'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 the purchase, subscription, allotment or issuance of any of the unissued shares or other securities of the Corporation.
- (h) **Dividends and Distributions.** Since the Corporation Interim Balance Sheet Date, the Corporation has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.
- (i) **Corporate Records.** The Corporate Records of the Corporation are complete and accurate and all corporate proceedings and actions reflected in the Corporate Records of the Corporation have been conducted or taken in material compliance with all applicable Laws and with the articles and by-laws of the Corporation. Without limiting the generality of the foregoing (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of

shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any Tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be. The Corporation has never been subject to, or affected by, any unanimous shareholders agreement.

- (j) **Tax Registration.** The Corporation is a registrant for purposes of any Taxes imposed under Part IX of the *Excise Tax Act* (Canada).

General Matters Relating to the Business

- (k) **Conduct of Business in Ordinary Course.** Since the Corporation Interim Balance Sheet Date, the Business has been carried on in the Ordinary Course consistent with its past practices. Without limiting the generality of the foregoing, the Corporation has not entered into any Contract or incurred, assumed or guaranteed any obligation, debt or liability of any kind, or authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing, other than in the Ordinary Course.
- (l) **Compliance with Laws.** The Corporation is conducting and has always conducted the Business and any past business in compliance with all applicable Laws, other than acts of non-compliance which, individually or in the aggregate, are not material.
- (m) **Authorizations.** The Corporation owns, holds, possesses or lawfully uses in the operation of the Business, all Authorizations which are necessary for it to conduct the Business as presently or previously conducted in compliance with all applicable Laws.
- (n) **Title to the Assets.** The Corporation owns (with good title) all of the Assets (whether tangible or intangible) that it purports to own including all the properties and assets reflected as being owned by the Corporation in its financial Books and Records. The Corporation has legal and beneficial ownership of its Assets free and clear of all Liens. No other Person owns any property or assets which are being used in the Business, except the Purchaser.
- (o) **No Options, etc. to Purchase Assets.** No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Corporation of any of its Assets.
- (p) **Contracts.** Except for this Agreement or as disclosed in the Vendor Disclosure Letter, the Corporation is not a party to or bound by any Contract.

- (q) **Intellectual Property Rights.** There is no material Intellectual Property used in whole or in part in, or required for the carrying on of, the Business. To the knowledge of the Vendors, the conduct of the Business does not infringe upon the intellectual property of any other Person.
- (r) **Equity Interests.** Except as disclosed in the Vendor Disclosure Letter, the Corporation holds no shares or other ownership, equity or proprietary interests in any other Person.

Financial Matters

- (s) **Books and Records.** All accounting and financial Books and Records have been fully, properly and accurately kept and completed. The Books and Records and other data and information are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which are not available to the Corporation at all times.
- (t) **Financial Statements.** The Corporation Financial Statements and the Corporation Interim Balance Sheet are materially accurate as at the dates of and for the periods referred to in such documents.
- (u) **No Liabilities.** Except as disclosed in the Vendor Disclosure Letter, the Corporation has, and at the time of Closing will have, no liabilities or obligations of any nature whatsoever, whether known, unknown, due, to become due, direct, indirect, absolute, contingent or otherwise and whether or not required to be accrued on the Corporation Financial Statements and to the knowledge of the Vendors, no matter, fact, circumstance or event has occurred which will give rise to any liability or obligation after Closing.
- (v) **Bank Accounts.** On the Closing Date, the Corporation will not have any bank account.
- (w) **Brokerage Fees.** Neither the Vendors nor the Corporation have retained any financial advisor, broker, agent or finder, or entered into any agreement entitling any Person to any broker's commission, finder's fee or similar payment, relating to this Agreement or the transactions contemplated by this Agreement.

Particular Matters Relating to the Business

- (x) **Employees.** The Corporation has no employees and has not received notice of any outstanding claims, complaints, investigations or orders under any Laws related to employment or human rights, and to the knowledge of the Vendors there is no basis for such claim. All amounts due or accrued due to any current

or former directors, officers and employees of the Corporation, for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits of any kind have been paid and are accurately reflected in the Books and Records.

- (y) **Taxes.** The Corporation has filed or caused to be filed, within the times and in the manner prescribed by Law, all federal, provincial, local and foreign Tax returns and Tax reports which are required to be filed by or with respect to the Corporation. The information contained in such returns and reports is correct and complete and, to the knowledge of each Vendor, such returns and reports reflect accurately all liability for Taxes of the Corporation for the periods covered thereby. All federal, provincial, local and foreign income, profits, franchise, sales, use, occupancy, excise and other Taxes and assessments (including interest and penalties) that are or may become payable by or due from the Corporation have been fully paid or fully disclosed and fully provided for in the Books and Records and the Corporation Financial Statements and Corporation Interim Financial Statements. The federal income Tax liability of the Corporation has been assessed for all fiscal years to and including its fiscal year ended on October 31, 2020. Except as disclosed in the Vendor Disclosure Letter, there are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of Tax or the filing of any Tax return by, or any payment of any Tax by the Corporation, no notice of assessment or reassessment has been received and to the knowledge of the Vendor, no examination of any Tax return of the Corporation is currently in progress. There are no claims, actions, suits or proceedings (or, to the knowledge of the Vendor, any investigation) pending, or to the knowledge of the Vendor, threatened against the Corporation relating to Taxes and the Vendor knows of no valid basis for any such claim, action, suit, proceeding, investigation or discussion. The Corporation has withheld from each payment made by it the amount of all Taxes and other deductions required to be withheld therefrom and has paid the same to the proper taxing or other authority within the time prescribed under any applicable Law.

Section 3.3 **Representations and Warranties of the Trust Vendors with respect to Numberco.**

The Trust Vendors jointly and severally represent and warrant as follows to the Purchaser and acknowledge and agree that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Trust Vendors Purchased Shares:

- (a) **Authorized and Issued Capital.** The authorized capital of Numberco consists of (i) an unlimited number of Class A common shares of which 200 common shares (and no more) have been duly issued and are outstanding as fully paid and non-assessable, and 100 of such Class A common shares are legally owned

by [REDACTED], in his capacity as trustee for Grayfor 2017 Trust, and 100 of such Class A common shares are legally owned by [REDACTED] as trustee for 2017 Blundell Family Trust. All of the Trust Vendors Purchased Shares have been issued in compliance with all applicable Laws including applicable securities Laws. Numberco is not a reporting issuer under the securities laws of any jurisdiction of Canada, and there is no published market for the Trust Vendors Purchased Shares. Numberco is a "private issuer" as defined in s. 2.4 of National Instrument 45-106.

- (b) **Representations Incorporated by Reference.** Except for Section 3.2(f), Section 3.2(i), Section 3.2(j), Section 3.2(k), Section 3.2(n), Section 3.2(p), Section 3.2(q), Section 3.2(s), Section 3.2(t), Section 3.2(u), and Section 3.2(y), Section 3.2 of this Agreement is incorporated by reference in its entirety, in this Section 3.3 as if such representations and warranties were repeated in this section and made by the Trust Vendors to the Purchaser, except that any references to "Corporation" in such provisions shall be replaced with references to "Numberco", and the phrase "knowledge of the Vendors" shall be replaced with the phrase, "knowledge of the Trust Vendors".
- (c) **No Business.** Numberco does not carry on any active business, nor has it ever carried on any active business. Without limiting the generality of the foregoing, Numberco has not entered into any Contract or incurred, assumed or guaranteed any obligation, debt or liability of any kind, or authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.
- (d) **Title to the Assets.** Numberco owns (with good title) all of the Assets (whether tangible or intangible) that it purports to own. Numberco has legal and beneficial ownership of its Assets free and clear of all Liens.
- (e) **Contracts.** Except for this Agreement, Numberco is not a party to or bound by any Contract.
- (f) **Equity Interests.** Except for 500,000 common shares in the capital of the Corporation, Numberco holds no shares or other ownership, equity or proprietary interests in any other Person.
- (g) **Financial Statements.** The Numberco Financial Statements are materially accurate as at the dates of and for the periods referred to in such documents.
- (h) **No Liabilities.** Numberco has, and at the time of Closing will have, no material liabilities or obligations of any nature whatsoever, whether known, unknown, due, to become due, direct, indirect, absolute, contingent or otherwise and whether or not required to be accrued on the Numberco Financial Statements

and no matter, fact, circumstance or event has occurred which will give rise to any material liability or obligation after Closing.

- (i) **Taxes.** Numberco has filed or caused to be filed, within the times and in the manner prescribed by Law, all federal, provincial, local and foreign Tax returns and Tax reports which are required to be filed by or with respect to Numberco. The information contained in such returns and reports is correct and complete and, to the knowledge of each Trust Vendor, such returns and reports reflect accurately all liability for Taxes of Numberco for the periods covered thereby. All federal, provincial, local and foreign income, profits, franchise, sales, use, occupancy, excise and other Taxes and assessments (including interest and penalties) that are or may become payable by or due from Numberco have been fully paid or fully disclosed and fully provided for in the Books and Records and the Numberco Financial Statements. The federal income Tax liability of Numberco has been assessed for all fiscal years to and including its fiscal year ended on September 30, 2021. There are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of Tax or the filing of any Tax return by, or any payment of any Tax by Numberco, no notice of assessment or reassessment has been received and to the knowledge of the Trust Vendors, no examination of any Tax return of Numberco is currently in progress. There are no claims, actions, suits or proceedings (or, to the knowledge of the Trust Vendors, any investigation) pending, or to the knowledge of the Trust Vendors, threatened against Numberco relating to Taxes and the Trust Vendors know of no valid basis for any such claim, action, suit, proceeding, investigation or discussion. Numberco has withheld from each payment made by it the amount of all Taxes and other deductions required to be withheld therefrom and has paid the same to the proper taxing or other authority within the time prescribed under any applicable Law.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendors and acknowledges that the Vendors are relying upon the representations and warranties set forth below in connection with the transactions contemplated by this Agreement:

- (a) **Incorporation and Corporate Power.** The Purchaser is a corporation incorporated and existing under the Laws of its jurisdiction of incorporation and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement.

- (b) **Corporate Authorization.** The execution and delivery of, and performance by the Purchaser of, this Agreement have been authorized by all necessary corporate action on the part of the Purchaser.
- (c) **No Conflict.** The execution and delivery of and performance by the Vendor this Agreement and each of the Ancillary Agreements to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of the such Vendor's Constatng Documents;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any Contracts, Leases or instruments to which such Vendor is a party or pursuant to which any of its Assets or property may be affected;
 - (iii) does not and will not result in the violation of any Law.
- (d) **Required Consents.** At Closing, the Purchaser shall have obtained all necessary consents, approvals, waivers, and authorizations, and made all filings required under applicable Laws in connection with the execution, delivery and its performance of this Agreement and any other documents and agreements to be delivered under this Agreement.
- (e) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes legal, valid and binding agreements of the Purchaser enforceable against it in accordance with its terms, subject to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (f) **No Other Agreements to Purchase.** Except for the Vendors' rights 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 the purchase or acquisition from the Purchaser of any of the Purchase Consideration Shares.

- (g) **Title to Purchased Shares.** The Vendor is the legal owner of the Purchase Consideration Shares, with a good title, free and clear of all Liens. At Closing, the Purchaser will have the absolute and exclusive right to sell the Purchase Consideration Shares to the Vendors as contemplated by this Agreement, and the Vendors will acquire them, free and clear of all Liens and statutory resale restrictions.
- (h) **Residence of the Vendors.** The Purchaser is not a non-resident of Canada within the meaning of the Tax Act.
- (i) **Litigation.** There are no (i) actions, suits or proceedings, at Law or in equity, by any Person, (ii) any grievance, arbitration or alternative dispute resolution process, or (iii) administrative or other proceeding by or before (or to the knowledge of the Purchaser, any investigation by) any Governmental Entity, pending, or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser that might reasonably be expected interfere with the ability of the Purchaser to consummate the transactions contemplated hereby and, to the knowledge of the Purchaser, there is no valid basis for any such action, complaint, grievance, suit, proceeding, arbitration or investigation.
- (j) **Management Contracts.** The Purchaser has entered into management Contracts for providing for the management of the Purchaser with each of Paul Crath, Michael Johnston, and Sean Conacher. Such Contracts are in effect and have not been terminated.
- (k) **D&O Insurance.** The Purchaser maintains in effect directors' and officers' liability insurance policies for the directors and officers of the Corporation. Such policies are in full force and effect. The Purchaser is not in default, whether as to the payment of premiums or otherwise, under any material term or condition of its directors' and officers' liability insurance policy.

ARTICLE 5 COVENANTS OF THE PARTIES

Section 5.1 **Conduct of Business Prior to Closing.**

- (1) During the Interim Period, the Vendors and Numberco will cause the Corporation to conduct its Business in the Ordinary Course.
- (2) Without limiting the generality of Section 5.1(1), the Vendors and Numberco will cause the Corporation to conduct the Business in such a manner that on the Closing Date, the representations and warranties of the Vendors contained in this Agreement shall be true, correct and complete as if such representations and warranties were made on and as of such date.

Section 5.2 Access for Due Diligence.

The Vendors shall (a) permit the Purchaser and its employees, agents, counsel, accountants or other representatives, between this date and the Closing, without undue interference to the ordinary conduct of the Business, to have reasonable access during normal business hours and upon reasonable notice to (i) the Assets and, in particular to any information, including all Books and Records whether retained by any of the Vendors, the Corporation, Numberco or otherwise, (ii) all Contracts, and (iii) the senior personnel of the Corporation and Numberco, and (b) furnish to the Purchaser or its employees, agents, counsel, accountants or other representatives such financial and operating data and other information with respect to the Assets and the Corporation and Numberco as the Purchaser shall from time to time reasonably request.

Section 5.3 Actions to Satisfy Closing Conditions.

(1) Each of the Vendors shall:

- (a) take all commercially reasonable actions as are within its power to control and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure the satisfaction of all of the conditions set forth in Section 6.1 and Section 6.3 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties;
- (b) co-operate with the Purchaser in connection with the performance by the Purchaser of its obligations hereunder, provided however that the foregoing shall not be construed to obligate any Vendor to pay or cause to be paid any money to cause such performance to occur, other than as contemplated in this Agreement.

(2) The Purchaser shall:

- (a) take all commercially reasonable actions as are within its power to control and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure the satisfaction of all of the conditions set forth in Section 6.2 and Section 6.3 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties;
- (b) co-operate with the Vendors in connection with the performance by the Vendors of their obligations hereunder;
- (c) obtain all consents, approvals and authorizations as are required to be obtained by the Purchaser under any applicable Laws or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement;

- (d) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by the Purchaser in connection with the transactions contemplated by this Agreement;
- (e) make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required to be made by the Purchaser in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

Section 5.4 Transfer of the Purchased Shares.

- (1) Each Vendor shall take all necessary steps and corporate proceedings to permit good title to the Purchased Shares to be sold by such Vendor to be duly and validly transferred and assigned to the Purchaser at the Closing, free of all Liens.
- (2) The Purchaser shall take all necessary steps and corporate proceedings to permit good title to the Purchase Consideration Shares to be duly and validly transferred and assigned to the Vendors at the Closing, free of all Liens.

Section 5.5 Notice of Untrue Representation or Warranty.

Each of the Vendors shall promptly notify the Purchaser, and the Purchaser shall promptly notify the Vendors, upon any representation or warranty made by it contained in this Agreement or any Ancillary Agreement becoming untrue or incorrect during the Interim Period and for the purposes of this Section 5.5 each representation and warranty shall be deemed to be given at and as of all times during the Interim Period. Any such notification shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendor or the Purchaser, as the case may be, to rectify that state of affairs.

Section 5.6 Preparation of Tax Returns.

The Purchaser will cause to be prepared and filed on a timely basis all Tax returns for the Corporation and Numberco for any period that ends on or before the Closing Date and for which Tax returns have not been filed as of the Closing Date. The Purchaser will also cause to be prepared and filed on a timely basis all Tax returns for the Corporation and Numberco for each taxation period of the Corporation ending after the Closing Date that commenced before the Closing Date and includes a period before the Closing Date (all these Tax returns together with the Tax returns referred to in the first sentence of this Section 5.6 being referred to as "**Stub Period Returns**"). The Vendors and the Purchaser will cooperate fully with each other and make available to each other in a timely fashion all data and other information as may reasonably be required for the preparation of all Stub Period Returns and will preserve that data and other information until the expiration of any applicable limitation period for maintaining books and records under any applicable Tax Law with respect to the Stub Period Returns. The Purchaser will provide to the Vendors for their review, at least 10 Business Days before the relevant filing deadline, a copy of the Stub Period Returns and, before filing the

Stub Period Returns, will take into account, acting reasonably, any comments of the Vendors on the Stub Period Returns. The Purchaser will pay all costs related to the preparation and filing of the Stub Period Returns.

Section 5.7 Exclusive Dealing.

During the Interim Period, each Vendor shall not, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, any Person (other than Purchaser) relating to any transaction involving the sale of any shares of the Vendor, Numberco or the Corporation or the sale of the Business or any of the Assets (other than as permitted in this Agreement).

Section 5.8 Indemnification and Directors' and Officers' Insurance

- (1) From and after the Closing Date, the Purchaser will cause the each of the Corporation and Numberco, and their successors and assigns, respectively, to fulfill and honour in all respects their respective obligations under any written indemnification agreements between each of the Corporation and Numberco and their respective past and present directors and officers that remain in effect on the date of this Agreement, and any indemnification provisions under their respective by-laws as in effect on the date of this Agreement.
- (2) For a period of six years after the Closing Date, the Buyer will maintain in effect directors' and officers' liability insurance policies for the directors and officers of the Corporation for claims arising from facts or events that occurred at, or before, the Closing (including acts or omissions relating to the approval of this Agreement and consummation of the transactions contemplated by this Agreement) (the "**D&O Insurance**"), either under the Purchaser's existing insurance policies, or another insurance policy with coverage that is substantially equivalent to the Purchaser's existing policies, or if substantially equivalent insurance coverage is unavailable, the best available coverage, provided that the annual cost for the purchase of the D&O Insurance will not exceed 300% of the annual cost of the Purchaser's existing policies; and provided further that, if equivalent coverage cannot be obtained or can only be obtained by paying annual premiums in excess of 300% of the annual cost of the Purchaser's existing policies, the Purchaser shall only be required to obtain, or cause the Corporation to obtain as much coverage as can be obtained by paying annual premiums equal to 300% of the Purchaser's existing policies. The Purchaser covenants and agrees to provide to Grayfor 2017 Trust a copy of the D&O Insurance policy promptly (and in any event, within five Business Days) following any renewal or replacement of the D&O Insurance Policy.
- (3) If the Purchaser shall (a) amalgamate, consolidate with or merge or wind-up into any other person and, if applicable, shall not be the continuing or surviving corporation or entity or (b) transfer all or substantially all of its properties and assets to any person

or persons, then, and in each such case, proper provisions shall be made so that the successors, assigns and transferees of the Purchaser shall assume all of the obligations set forth in this Section 5.8.

- (4) The provisions of this Section 5.8 are intended for the benefit of, and will be enforceable by, each insured or indemnified person referred to in this Section 5.8, and that person's heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns, and for that purpose, the Vendors confirm that they are acting as agents and trustees on their behalf.

Section 5.9 Vendors Confidentiality.

After the Closing, each Vendor severally agrees to keep confidential all information in such Vendor's possession or under such Vendor's control relating to the Corporation and the Business, and Numberco, unless such information is or becomes generally available to the public other than as a result of a disclosure by the Vendors in violation of this Agreement.

**ARTICLE 6
CONDITIONS OF CLOSING**

Section 6.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of each of the Vendors contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date (except for representations and warranties made as of another date, which shall be true and correct in all material respects as of such other date), and each of the Vendors shall have delivered a certificate, signed on its behalf by a senior officer, as applicable, to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the representations and warranties of the Vendor which are contained in this Agreement or in any Ancillary Agreement. Upon the delivery of such certificates, the representations and warranties made by each Vendor in Article 3 shall be deemed to have been made by such Vendor on and as of the Closing Date with the same force and effect as if made on and as of such date;
- (b) **Performance of Covenants.** Each Vendor shall have fulfilled or complied in all material respects with all covenants contained in this Agreement and in any Ancillary Agreement to be fulfilled or complied with by it at or prior to the

Closing, and the Vendors shall have delivered a certificate, signed on its behalf by a senior officer, as applicable, to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the covenants of the Vendor which are contained in this Agreement or any Ancillary Agreement;

- (c) **Deliveries.** The applicable Vendors shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser:
- (i) Share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, in either case by the holders of record, together with evidence satisfactory to the Purchaser that the Purchaser or its nominee(s) have been entered upon the books of the Corporation as the holder of the Purchased Shares;
 - (ii) Certified copies of (A) the Constatting Documents of Technical, Numberco and the Corporation, and (B) all resolutions of the shareholders and the board of directors of Technical, Numberco and the Corporation approving the entering into and completion of the transaction contemplated by this Agreement and the Ancillary Agreements;
 - (iii) A certificate of status, compliance, good standing or like certificate with respect to Technical, Numberco and the Corporation issued by appropriate government officials of their respective jurisdictions of incorporation;
 - (iv) The certificates referred to in Section 6.1(a) and Section 6.1(a); and
 - (v) Resignations and mutual releases, effective as of the Closing, duly executed by the Corporation and Numberco, and each director and officer of the Corporation or Numberco, as applicable.

Section 6.2 **Conditions for the Benefit of the Vendors.**

The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed prior to the Closing, which conditions are for the exclusive benefit of each Vendor and may be waived, in whole or in part, by each Vendor in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of

such date (except for representations and warranties made as of another date, which shall be true and correct in all material respects as of such other date) and the Purchaser shall have delivered a certificate signed on its behalf by a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver of the representations and warranties of the Purchaser which are contained in this Agreement or any Ancillary Agreement. Upon the delivery of such certificates, the representations and warranties of the Purchaser in Article 4 shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date;

- (b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing and the Purchaser shall have delivered a certificate signed on its behalf by a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Vendor of the covenants of the Purchaser which are contained in this Agreement;
- (c) **Status of Grown Rogue.**
 - (i) Grown Rogue shall be a corporation existing under the Laws of its jurisdiction of incorporation.
 - (ii) Grown Rogue shall be a reporting issuer not in default under the securities Laws of British Columbia, Alberta, Ontario, and Nova Scotia.
 - (iii) The Purchase Consideration Shares shall be listed and posted for trading on the CSE.
 - (iv) No delisting, suspension of trading, or cease trade or other Order or restriction with respect to any securities of Grown Rogue shall be pending, in effect or threatened.
- (d) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Vendor the following in form and substance satisfactory to the Vendor acting reasonably:
 - (i) The certificates referred to in Section 6.2(a) and Section 6.2(b);
 - (ii) Certified copies of all resolutions of the shareholders and the board of directors of the Purchaser approving the entering into and completion of the transaction contemplated by this Agreement and the Ancillary Agreements;

- (iii) DRS statements or other electronic transfer of shares evidencing the Purchase Consideration Shares, registered to or as directed by the Vendors no later than two Business Days prior to the Closing Date.

Section 6.3 Mutual Conditions Precedent.

The respective obligations of the Vendors and the Purchaser to complete the purchase and sale of the Purchased Shares are subject to the following conditions to be fulfilled or performed prior to Closing, which conditions are for the mutual benefit of the Vendors and the Purchaser, and may be waived, in whole or in part, by mutual consent of the Vendors and the Purchaser at any time:

- (a) **No Legal Action.** No action or proceeding shall be pending by any Person (other than any of the Vendors, the Purchaser, Numberco or the Corporation) in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of the Corporation to conduct the Business after Closing on substantially the same basis as heretofore operated;
- (b) **Approvals.** The Purchaser shall have obtained any necessary approvals of the CSE with respect to the transaction contemplated herein.

**ARTICLE 7
CLOSING**

Section 7.1 Date, Time and Place of Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement shall take place at the offices of Irwin Lowy LLP, at 10:00 a.m. (Toronto time) on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between the Vendors and the Purchaser.

Section 7.2 Closing Procedures.

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, at the Closing, the Vendors shall deliver or cause to be delivered to the Purchaser all certificates, agreements, documents and instruments required under Section 6.1(c), and the Purchaser shall deliver or cause to be delivered to the Vendors all certificates, agreements, documents and instruments required under Section 6.2(d).

**ARTICLE 8
TERMINATION**

Section 8.1 Termination Rights.

This Agreement may be terminated at any time prior to the Closing:

- (1) by mutual written agreement of the Purchaser, and the Vendors;
- (2) by the Purchaser, upon written notice to the Vendors (specifying in reasonable detail the circumstances giving rise to Purchaser's right to terminate):
 - (a) if any of the conditions set out in Section 6.1 (*Conditions Precedent for the Benefit of the Purchaser*) or Section 6.3 (*Mutual Conditions Precedent*) that has not been waived by Purchaser is not capable of being satisfied by the Outside Date, provided that the failure to satisfy that condition is not the result, directly or indirectly, of breach of this Agreement by the Purchaser;
 - (b) if a breach of any representation, warranty or covenant of the Vendors has occurred that would cause the condition set out in Section 6.1(a) or Section 6.1(b) to not be satisfied, and that breach is incapable of being cured or is not cured within 10 Business Days after notice is given by the Purchaser, and provided that Purchaser is not then in breach of this Agreement so as to cause any condition in Section 6.1(a) or Section 6.1(b) not to be satisfied;
- (3) by a Vendor, upon written notice to the Purchaser and each other Vendor (specifying in reasonable detail the circumstances giving rise to the Vendor's right to terminate):
 - (a) if any of the conditions set out in Section 6.2 (*Conditions Precedent for the Benefit of the Vendors*) or Section 6.3 (*Mutual Conditions Precedent*) that has not been waived by the Vendors is not capable of being satisfied by the Outside Date, provided that the failure to satisfy that condition is not the result, directly or indirectly, of breach of this Agreement by the Vendors;
 - (b) if a breach of any representation, warranty or covenant of the Purchaser has occurred that would cause the condition set out in Section 6.2(a) or Section 6.2(b) to not be satisfied, and that breach is incapable of being cured or is not cured within 10 Business Days after notice is given by the Vendor, and provided that Vendors are not then in breach of this Agreement so as to cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied;
- (4) by any Party, if the Closing Date has not occurred on or before the Outside Date, provided that a Party may not terminate this Agreement under this Section 8.1(4) if the failure of the Closing Date to occur is the result, directly or indirectly, of that Party's breach of this Agreement.

Section 8.2 **Effect of Termination.**

If this Agreement is terminated in accordance with Section 8.1, the Parties will be released from all of their obligations under this Agreement, except that:

- (a) Section 10.3 (*Announcements*), Section 10.4 (*Third Party Beneficiaries*) and Section 10.5 (*Expenses*) will survive the termination of this Agreement and continue in full force and effect; and
- (b) the termination of this Agreement at any time before the Closing will not relieve any Party from any liability arising before that termination.

Each Party's right of termination under this Article 8 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article 8 shall limit or affect any other rights or causes of action either the Purchaser or the Vendor may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

ARTICLE 9 INDEMNIFICATION

Section 9.1 **Indemnification in Favour of the Purchaser.**

Subject to Section 9.3 and Section 9.5, each of the Vendors shall severally, and proportionately to that Vendor's Proportionate Interest, indemnify and save each of the Purchaser and the Corporation and their respective shareholders, directors, officers, employees, agents and representatives (collectively, the "**Purchaser's Indemnified Persons**") harmless of and from any loss, liability, claim, damage (including incidental and consequential damage) or expense (whether or not involving a third-party claim) including legal expenses (collectively, "**Damages**") suffered by, imposed upon or asserted against any of the Purchaser's Indemnified Persons as a result of, in respect of, connected with, or arising out of, under, or pursuant to:

- (a) any failure of the Vendors to perform or fulfil any covenant of the Vendor under this Agreement; and
- (b) any breach or inaccuracy of any representation or warranty given by any of the Vendors contained in this Agreement.

Section 9.2 **Indemnification in Favour of the Vendor.**

The Purchaser shall indemnify and save the Vendors and their respective shareholders, directors, officers, trustees, employees, agents and representatives (collectively, the "**Vendor Indemnified Persons**") harmless of and from any Damages suffered by, imposed upon or asserted against any of the Vendor Indemnified Persons as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any failure of the Purchaser to perform or fulfil any covenant of the Purchaser under this Agreement; and

- (b) any breach or inaccuracy of any representation or warranty given by the Purchaser contained in this Agreement.

Section 9.3 **Time Limitations.**

- (1) The representations and warranties of the Vendor contained in this Agreement and in any Ancillary Agreement shall survive the Closing and, notwithstanding the Closing or any investigation made by or on behalf of the Purchaser, shall continue for a period of one year after the Closing Date and any claim in respect thereof shall be made in writing during such time period, except that:
 - (a) the representations and warranties set out in Section 3.2(a) (*Incorporation and Qualification*), Section 3.2(b) (*Corporate Authorization*), Section 3.2(d) (*Required Authorizations*), Section 3.2(e) (*Execution and Binding Obligation*), Section 3.2(f) (*Authorized and Issued Capital*) and Section 3.2(g) (*No Other Agreements to Purchase*) (and the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 6.1(a) (the “**Vendor’s Closing Certificate**”)) shall survive and continue in full force and effect without limitation of time;
 - (b) the representations and warranties set out in Section 3.2(y) (*Taxes*) (and the corresponding representations and warranties set out in the Vendor’s Closing Certificates) shall survive and continue in full force and effect until, but not beyond, the expiration of the period, if any, during which an assessment, reassessment or other form of recognized document assessing liability for Tax, interest or penalties under applicable Tax legislation in respect of any taxation year to which such representations and warranties extend could be issued under such Tax legislation to the Corporation, provided the Corporation did not file any waiver or other document extending such period; and
 - (c) the survival periods set out in this Section 9.1 shall not apply to an Indemnity Claim based on fraud or fraudulent misrepresentation by the Vendors, or any of them, relating to this Agreement, any Ancillary Agreement, or the Vendor’s Closing Certificate.
- (2) The covenants, representations and warranties of the Purchaser contained in this Agreement and in any Ancillary Agreement shall survive the Closing and, notwithstanding the Closing or any investigation made by or on behalf of the Vendor, shall continue for a period of one year after the Closing Date and any claim in respect thereof shall be made in writing during such time period, except that:
 - (a) the representations and warranties set out in Section 4.1(a) (*Incorporation and Corporate Power*), Section 4.1(b) (*Corporate Authorization*), Section 4.1(d) (*Required Consents*), and Section 4.1(e) (*Execution and Binding Obligation*), and the corresponding representations and warranties set out in the certificate to

be delivered pursuant to Section 6.1(a) (the “**Purchaser’s Closing Certificate**”) shall survive and continue in full force and effect without limitation of time;

- (b) the covenants of the Purchaser set out in Section 5.6 (*Preparation of Tax Returns*) and Section 5.8 (*Indemnification and Directors’ and Officers’ Insurance*) shall survive and continue in full force and effect without limitation of time; and
- (c) the survival periods set out in this Section 9.2 shall not apply to an Indemnity Claim based on fraud or fraudulent misrepresentation by the Purchaser relating to this Agreement, any Ancillary Agreement, or the Purchaser’s Closing Certificate.

Section 9.4 **Amount Limitations on Indemnification Obligations**

- (1) The indemnification obligations of the Vendors under this Article 9 are limited in the aggregate to the sum of \$350,000 and the indemnification obligations of each Vendor under this Article 9 are limited to such Vendor’s Proportionate Interest.
- (2) The Vendors will not be required to indemnify any Purchaser’s Indemnified Person under this Article 9 unless the aggregate of all Damages under the Indemnity Claims made by the Purchaser’s Indemnified Persons exceeds \$250,000 in which case each Vendor as an Indemnifying Party will only be obligated to pay the amount owing by it under this Article 9 in respect of those Damages in excess of that first \$250,000.

Section 9.5 **Notice of Indemnity Claims**

If a Purchaser’s Indemnified Person or a Vendor Indemnified Person (an “**Indemnified Party**”) becomes aware of Damages or potential Damages in respect of which a Party (an “**Indemnifying Party**”) has agreed to indemnify it under this Article 9, the Indemnified Party will promptly give written notice (an “**Indemnity Notice**”) of its claim or potential claim for indemnification (an “**Indemnity Claim**”) to the Indemnifying Party. An Indemnity Notice must specify whether the Indemnity Claim arises as the result of a Third Party Claim or whether the Indemnity Claim is a Direct Claim, and must also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Indemnity Claim; and
- (b) the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive an Indemnity Notice of an Indemnity Claim in time to effectively contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set-off against the amount claimed by the Indemnified Party the amount of any Damages incurred by the Indemnifying Party resulting from the Indemnified Party’s failure to give an Indemnity Notice on a timely basis.

Section 9.6 **Procedure for Indemnification—Direct Claims.**

- (1) Following receipt of an Indemnity Notice from the Indemnified Party of a Direct Claim, the Indemnifying Party will have ten Business Days, or any other period of time agreed to by the Indemnifying Party and the Indemnified Party, (in either case, the “**Claim Dispute Period**”) to make any investigations it considers necessary or desirable. For the purpose of those investigations, the Indemnified Party will make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all other information that the Indemnifying Party may reasonably request.
- (2) If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party may provide written notice of the dispute to the Indemnified Party within the Claim Dispute Period. That dispute notice must describe in reasonable detail the nature of the Indemnifying Party’s dispute. Upon receipt of a dispute notice, the Indemnified Party may pursue all rights and remedies available to it, subject to this Agreement.
- (3) If the Indemnifying Party does not provide written notice of a dispute with respect to the Direct Claim within the Claim Dispute Period, the Indemnifying Party will be deemed to have agreed to the validity and amount of the Direct Claim.

Section 9.7 **Procedure for Indemnification—Third Party Claims.**

- (1) The Indemnified Party will promptly deliver to the Indemnifying Party copies of all correspondence, notices, assessments or other written communication received by the Indemnified Party in respect of any Third Party Claim that is or might become the basis of an Indemnity Claim.
- (2) The Indemnified Party will not negotiate, settle, compromise or pay any Third Party Claim that is or might become the basis of an Indemnity Claim without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld.
- (3) The Indemnified Party will not cause or permit the termination of any right to defend or right of appeal in respect of any Third Party Claim that is or might become the basis of an Indemnity Claim without giving the Indemnifying Party written notice of the contemplated or potential termination in time to grant the Indemnifying Party an opportunity to contest the Third Party Claim.
- (4) If the Indemnifying Party acknowledges in writing its obligation, subject to the limits in this Article 9, to satisfy an Indemnity Claim to the extent of any binding, final and non-appealable determination or settlement in connection with a Third Party Claim, then:

- (a) subject to Section 9.7(4)(c), the Indemnifying Party will have the right, by written notice delivered to the Indemnified Party within 15 Business Days of receipt by the Indemnifying Party of the Indemnity Notice, and subject to the right of any insurer or other Person to assume carriage and control of the Third Party Claim, to assume carriage and control (including the negotiation, defence or settlement) of the Third Party Claim and the conduct of any related legal or administrative proceedings at the expense of the Indemnifying Party and by its own counsel, in which case the Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party under this Article 9 for any fees of other counsel or any other expenses with respect to the defense of the Third Party Claim, in each case subsequently incurred by the Indemnified Party in connection with the defense of the Third Party Claim, other than reasonable costs of investigation;
 - (b) if the Indemnifying Party elects to assume carriage and control, the Indemnified Party will have the right to participate at its own expense (for which it will not be entitled to any indemnification under this Article 9) in the negotiation, defence or settlement of the Third Party Claim assisted by its own counsel; and
 - (c) despite Section 9.7(4)(a), the Indemnifying Party may not assume defence of the Third Party Claim if (i) the Indemnifying Party is also a party to the Third Party Claim and the Indemnified Party determines in good faith that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of its financial capacity to defend the Third Party Claim and provide indemnification with respect to the Third Party Claim.
- (5) Despite Section 9.7(2), if the Indemnified Party is, before the completion of related settlement negotiations or legal proceedings, required by applicable Law to make a payment into court, into escrow, or to any third party, with respect to a Third Party Claim that is the basis of an Indemnity Claim, the Indemnified Party may make the required payment.
- (6) Despite Section 9.7(2) and Section 9.7(4), if an Indemnified Party determines in good faith that there is a reasonable probability that a Third Party Claim may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise, or settle the Third Party Claim. In such case, the Indemnifying Party will not be bound by any determination of a Third Party Claim so defended or any compromise or settlement of the Third Party Claim made without its consent, which may not be unreasonably withheld.

- (7) The Indemnifying Party will not be required to indemnify for any Damages relating to a Third Party Claim that is settled or contested in violation of the terms of this Section 9.7.
- (8) Each of the Indemnified Party and the Indemnifying Party will make all commercially reasonable efforts to make available to the Party (or other Indemnified Party) who has assumed carriage and control of a Third Party Claim that is or might become the basis of an Indemnity Claim all employees and other Persons under its control whose assistance, testimony or presence is necessary to assist the Indemnifying Party in evaluating and defending any such claims. However, the Indemnifying Party shall be responsible for the expense associated with any employees made available by the Indemnified Party to the Indemnifying Party pursuant to this Section 9.7(8), which expense shall be equal to an amount to be mutually agreed upon per person per hour or per day for each day or portion thereof that the employees or such other Persons are assisting the Indemnifying Party and which expenses shall not exceed the actual cost to the Indemnified Party associated with the employees or other Persons.
- (9) With respect to any Third Party Claim, the Indemnified Party shall make available to the Indemnifying Party or its representatives on a timely basis all documents, records and other materials in the possession of the Indemnified Party, at the expense of the Indemnifying Party, reasonably required by the Indemnifying Party for its use in defending any such claim and shall otherwise cooperate on a timely basis with the Indemnifying Party in the defence of such claim.
- (10) With respect to any re-assessment for income, corporate, sales, excise, or other Tax or other liability enforceable by Lien against the property of the Indemnified Party, the Indemnifying Party's right to so contest shall only apply after payment of the re-assessment or the provision of such security as is necessary to avoid a Lien being placed on the property of the Indemnified Party.

Section 9.8 **Indemnity Adjustments to Purchase Price.**

Any payment made to a Purchaser Indemnified Person under this Article 9 will constitute a decrease to the Purchase Price, and any payment made to a Vendor Indemnified Person under this Article 9 will constitute an increase to the Purchase Price. Despite Section 2.3(1), any decrease in the Purchase Price under this Article 9 will be allocated to the Vendor making the payment, and any increase in the Purchase Price under this Article 9 will be allocated to the Vendor receiving the payment (or to the Vendor whose related Vendor Indemnified Person is receiving the payment).

Section 9.9 **Exclusion of Other Remedies.**

No Party shall have the right to bring any proceeding against any other Party for a breach of any representation, warranty, covenant or agreement contained in this Agreement, except for a proceeding brought in accordance with the provisions of this Article 9. This provision is not intended to preclude any proceeding by any Party against any other Party

based on fraud or on a cause of action or right, including any statutory right, other than a cause of action in contract or tort for breach of a representation, warranty, covenant or agreement contained in this Agreement.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 **Notices.**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a “**Notice**”) must be in writing, sent by personal delivery, courier or email addressed:

(a) to the Purchaser at:
Cannabis Growth Opportunity Corporation
240 Richmond Street West, Suite 4164
Toronto, Ontario, M5V 1V6
Attention: Paul Crath, CEO
Email: [Redacted]

(b) to Four Eleven Technical Services Inc., at:

[Redacted]

Attention: [Redacted], President
Email: [Redacted]

(c) to Grayfor 2017 Trust, at:
[Redacted]

Attention: [Redacted]
Email: [Redacted]

(d) to 2017 Blundell Family Trust, at:
[Redacted]

Attention: [Redacted]

Email: [Redacted]

Any such Notice shall be deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by email, on the day of transmission, but if the Notice is transmitted on a day that is not a Business Day or after 4:00 p.m. (local time in place of receipt), the Notice will be deemed to have been given or made and received on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 10.2 Time of the Essence.

Time is of the essence in this Agreement.

Section 10.3 Announcements.

No Party shall issue any press release or otherwise make public statements or disclosure with respect to this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws, and the Party making any such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Parties and reasonable opportunity for the other Parties to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing), and if such prior notice is not practicable, to give such notice immediately following the making of any such disclosure or filing. The Party making any disclosure hereunder shall give reasonable consideration to any comments made by the other Parties or their legal counsel. The Parties consent to this Agreement being filed on SEDAR.

Section 10.4 Third Party Beneficiaries.

Except as otherwise provided in Section 5.8 (*Indemnification and Directors' and Officers' Insurance*) and Article 9 (*Indemnification*), this Agreement is not intended to, and does not, benefit or create any right or cause of action in, or on behalf of, any Person other than the Parties (and their respective successors and permitted assigns), and no such Person shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. If a court determines that: (a) Section 9.1 does not create direct rights in favour of the Purchaser's Indemnified Persons, then the Purchaser confirms that it is acting as agent and trustee on their behalf, and (b) Section 9.2 does not create direct rights in favour of the Vendor Indemnified Persons, then the Vendors confirm that they are acting as agents and trustees on their behalf.

Section 10.5 Expenses.

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated therein shall be paid by the Purchaser. For the avoidance of doubt, no Party shall be responsible for the payment of income Taxes imposed upon any other Party which result from the transactions contemplated by this Agreement.

Section 10.6 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendors and the Purchaser.

Section 10.7 Waiver.

No waiver of, failure to exercise or delay in exercising, any provision of this Agreement or any Ancillary Agreement will constitute a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided. No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 10.8 Further Assurances.

Each Party will execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement.

Section 10.9 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties will not merge on and will survive the Closing. Notwithstanding the Closing or any investigation made by or on behalf of any Party, the covenants, representations and warranties will continue in full force and effect. Closing will not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 10.10 Entire Agreement.

This Agreement, together with the Ancillary Agreements, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. 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 or any Ancillary 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 and the Ancillary Agreements.

Section 10.11 Successors and Assigns.

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior written consent of the other Parties. This Agreement is binding upon and enures to the benefit of the Vendors, the Purchaser and their respective successors and permitted assigns.

Section 10.12 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 10.13 Governing Law.

This Agreement will be governed by and interpreted and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

Section 10.14 Counterparts.

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

[Remainder of page intentionally left blank. Signature pages follow.]

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

PLANT-BASED INVESTMENT CORP.

By: "Graham Simmonds"

Name: Graham Simmonds

Title: Director

**FOUR ELEVEN TECHNICAL SERVICES
INC.**

By: "██████████r"

Name: ██████████

Title: Director

"██████████"

Grayfor 2017 Trust, by ██████████

██████████ trustee

"██████████"

2017 Blundell Family Trust, by ██████████

██████████, trustee

SCHEDULE 2.3

PURCHASED SHARES

Vendor Name	Contact Information (Address and Email)	Number of Purchased Shares Selling to Purchaser	Number of Purchase Consideration Shares Receiving from Purchaser
Four Eleven Technical Services Inc.	[Redacted]	500,000 common shares in the capital of CGOC Management Corp.	15,825,000
Grayfor 2017 Trust	[Redacted]	100 Class A common shares in the capital of 2163777 Ontario Inc.	7,912,500
2017 Blundell Family Trust	[Redacted]	100 Class A common shares in the capital of 2163777 Ontario Inc.	7,912,500