SHARE PURCHASE AGREEMENT

THIS AGREEMENT is effective as of April 13, 2018 (hereinafter referred to the "**Effective Date**") **BY AND BETWEEN**:

Maricann B.V., Keizersgracht 311, 1016EE Amsterdam, The Netherlands,

(hereinafter referred to as "**BUYER**")

and

Mr **Victor Gashi**, **[Personal Information redacted]**

(hereinafter referred together as "**SELLER**")

regarding any and all outstanding and issued shares in

HAXXON AG, Gotthardstrasse 74, 6460 Altdorf, Switzerland,

(hereinafter referred to as the "**Company**")

(BUYER and SELLER hereinafter each as "**Party**" and together as "**Parties**")

WHEREAS

a. SELLER is the ultimate beneficial owner of 100 % of the shares of Company, allocated as follows as of the date of this Agreement:

100 shares of Company, each share with a nominal value of CHF 500

(the shares listed in Preamble a collectively referred hereinafter to as the "**Shares**");

b. BUYER is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat at Keizersgracht 311, 1016 EE Amsterdam, The Netherlands, and registered with the trade registry under number 68437846;

c. Company was incorporated and is existing as a legal entity in the form of a limited company (*Aktiengesellschaft*) under Swiss law and is registered with the competent Commercial Register of the Canton of Uri, Switzerland, under the number CHE-100.637.853;

d. Company is the sole owner of the inventory and cannabis plants/materials/blossoms in the production site at Althardstrasse 257, 8105 Regensdorf, Switzerland (hereinafter referred to as the "**Production Site**"). The storage building containing the Production Site is rented by the Company; and

e. SELLER intends to sell the Shares to BUYER and BUYER intends to acquire the Shares from SELLER pursuant to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereby agree as follows:

1. DEFINITIONS AND APPENDIXES

1.1 Capitalized terms used in this Agreement shall have the meaning assigned to them in **Appendix 1.1**.

1.2 The following appendixes are incorporated into this Agreement by reference and form an integral part hereof: Appendix 1.1 (Definitions)

2. SALE AND PURCHASE OF SHARES

2.1 Subject to the terms and conditions of this Agreement, SELLER hereby agrees to sell and transfer to BUYER, and BUYER hereby agrees to buy from SELLER, the full legal and beneficial ownership, free and clear from any Liens, of the Shares as set out in Recitals a.

2.2 The Parties shall not be obligated to complete the sale and purchase of the Shares, unless the sale and purchase of all the Shares is completed simultaneously.

2.3 BUYER shall be entitled to exercise all rights attached to or accruing to the Shares, including, without limitation, the right to receive all dividends, distributions or any return of capital declared or made by the Company after the Closing Date.

2.4 As consideration for the Shares, BUYER shall pay and SELLER shall receive the Purchase Price. The Purchase Price, as set forth below, shall be paid to SELLER at Closing as described in Section 2.5 and 3 hereinafter.

2.5 The Purchase Price is a fixed amount of CHF 8,000,000 for all Shares payable as follows:

2.5.1 Payment of CHF 2,000,000 in cash by bank transfer; and

2.5.2 Payment of CHF 6,000,000 in common stock of BUYER's parent company, Maricann Group Inc., Burlington, Ontario, Canada (hereinafter referred to as the "**Common Maricann Group Shares**") calculated based upon the 20 day volume weighted average price (hereinafter referred to as the "**VWAP**") of the common shares of Maricann Group Inc. on the Canadian Securities Exchange (hereinafter referred to as the "**CSE**"), ending on the date (hereinafter referred to as the "**Calculation Date**") that is two trading days before the signing, subject however that the Common Maricann Group Shares shall not be issued at a price that is less than the closing price of the common shares of Maricann Group Inc. on the CSE on the last trading day prior to Closing Date after factoring in the maximum allowable discount under the rules of the CSE, unless otherwise approved by the CSE. The VWAP shall be calculated by adding up the dollars traded for every transaction (price multiplied by number of shares traded) and then dividing by the total shares traded for the day. The VWAP shall not be adjusted thereafter. The exchange rate between the Canadian Dollar and CHF to be used in determining the number of Common Maricann Group Shares to be issued to the SELLER shall be the Bank of Canada daily exchange published for the Calculation Date.

2.6 The amount to be paid by BUYER pursuant to Section 2.5.1 shall be paid in the amount of CHF 2,000,000 in immediately available funds in CHF for value within 10 (ten) Business Days after Closing Date by wire transfer to the bank account or accounts designated in writing by SELLER to BUYER.

2.7 The Common Maricann Group Shares in accordance with Section 2.5.2 shall be issued and delivered according to Section 3 hereinafter and shall bear a standard legend according to applicable Canadian securities laws to the effect that such shares shall not be traded in Canada until 4 months and one day after the issuance thereof.

3. ISSUE AND DELIVERY OF COMMON MARICANN GROUP SHARES

3.1 At Closing Date, BUYER shall have Maricann Group Inc., Burlington, Ontario, Canada, issue CHF 5,800,000 in value of Common Maricann Group Shares common shares as calculated in accordance with Section 2.5.2, which shall be delivered to SELLER within 10 (ten) Business Days as instructed in writing by SELLER to BUYER in advance.

3.2 Subject to the terms of section 3.3, BUYER shall have of Maricann Group Inc., and SELLER explicitly agrees to such procedure, issue CHF 200,000 in value of Common Maricann Group Shares as calculated in accordance with Section 2.5.2, in the name of SELLER, once the conditions of Section 3.3 are met(hereinafter referred to as the "**Shares To Be Issued**").

3.3 The Shares To Be Issued shall be issued and delivered in accordance with the terms and conditions set forth below:

Tax and Environmental Warranties and Indemnities: 60 (sixty) days after the second (2nd) anniversary of the Closing Date, BUYER shall have Maricann Group Inc. issue and deliver CHF 200,000 in value of Common Maricann Group Shares (here above and hereinafter referred to as the "**Tax and Environmental Amount**") to SELLER, unless and to the extent BUYER has on or before the last Business Day prior to the expiration of the 2 (two) year period after the Closing Date delivered to SELLER one or more Notices of Breach or notices of breach of an indemnity pursuant to Section 12.

3.4 In the event that any Notice(s) of Breach or notices of breach of an indemnity that are validly served prior to the relevant release dates set forth in Section 3.3 show an amount of reasonably anticipated Damage (in accordance with Section 8.3) which is less than the portion of the Shares To Be Issued to be released on such date, BUYER shall release such difference to SELLER.

3.5 If and to the extent BUYER has delivered to SELLER one or more Notices of Breach and did not timely initiate arbitral proceedings as set forth in Section 8.3, in respect of such relevant Notice of Breach (hereinafter referred to as the "**Repealed Notice(s)**"), BUYER shall, upon expiration of the one-year period stated in Section 9, last paragraph, release the amount claimed under such Repealed Notices from any relevant amounts set forth in Section 3.3, respectively, to the extent such amounts are releasable by virtue of the release dates set forth in those paragraphs and subject always to any relevant amount not being subject to any other valid Notice(s) of Breach.

4. CLOSING IN GENERAL

4.1 Signing shall take place on April 13, 2018, at the offices of Markus Weidmann, Weidmann Bornhauser Rechtsanwälte, Fraumünsterstrasse 25, 8001 Zurich, Switzerland, T +41 44 245 25 25, or at any other location as SELLER and BUYER may agree (the "**Signing**").

4.2 Subject to Section 4.4, closing shall take place on May 31, 2018, or as soon as possible upon the conditions of Section 4.4 being satisfied, (the "**Closing Date**").

4.3 Closing shall, if a physical Closing is required, take place at the offices of Markus Weidmann, Weidmann Bornhauser Rechtsanwälte, Fraumünsterstrasse 25, 8001 Zurich, Switzerland, T +41 44 245 25 25, or at any other location as SELLER and BUYER may agree.

4.4 The obligations of BUYER, the issuance of the Common Maricann Group Shares and Closing are subject to (i) Maricann Group Inc. obtaining approval by holders of 66 2/3% in principal amount of its 9% secured convertible debentures due October 20, 2020; and (ii) CSE approval. As long as these conditions are not fulfilled, Closing cannot take place and must be postponed, to which SELLER explicitly agrees to. Closing shall not take place later than May 31, 2018. In case these conditions are not fulfilled until May 31, 2018, BUYER agrees to pay a penalty in the amount of CHF 250,000, whereas the penalty is paid in advance in accordance with Section 5.2 hereinafter.

5. SIGNING AND CLOSING ACTIONS

5.1 At Signing, SELLER shall deliver:

5.1.1 copy of confirmations of key employees of the Company according to **Appendix 5.1.1** having their existing employment agreements be amended by entering into a standard employment agreement(s) with the Company with a one (1) year termination period and a non-competition after termination of the agreement for 18 months;

5.1.2 deliver to BUYER a copy of the C-permit of the employee Mr. **[Personal** information redacted]**;

5.1.3 deliver to BUYER a copy of the handover certificate dated 23.06.2017 concerning the rented premises at the Production Site;

5.1.4 a copy of the amendment of the domiciliation agreement with Tell Consulting GmbH, company number CHE-320.657.044, in Altdorf, Switzerland ("**Tell Consulting**"), dated 12.08.2014 with respect to the termination clause;

5.1.5 deliver to BUYER a copy of the a counter-signed version of the domiciliation agreement with Tell Consulting, dated 12.08.2014;

5.1.6 deliver to BUYER a copy of the confirmation of the termination of the mandate agreement with Tell Consulting, dated 10.07.2014; and

5.1.7 deliver to BUYER a copy of the confirmation from the competent tax authorities that any and all taxes are paid until December 31, 2015.

5.2 BUYER shall transfer CHF 250,000 to SELLER'S lawyer within 10 (ten) Business Days after Signing of which the rental deposit with respect to the Production Site in the amount of CHF 100,000 must be paid by SELLER to a deposit account to be opened by the landlord of the Production Site and by the Company.

5.3 At Closing, SELLER shall deliver the register of bearer shareholders and of the beneficial owners (*Melderegister und wirtschaftlich Berechtigte*) of the Company which shall evidence the entry of BUYER as the sole legal owner and shareholder entitled to vote of the Shares, together with a resolution of the board of directors of the Company confirming the registration of BUYER as sole shareholder as set out in **Appendix 5.3** as well as a signed resignation letter confirming that SELLER will immediately resign as member of the board of directors in accordance with **Appendix 5.3**;

5.4 At Closing, BUYER shall:

5.4.1 pay the Purchase Price of CHF 2,000,000 less CHF 250,000, therefore a remaining amount of CHF 1,750,000within 10 (ten) Business Days in accordance with Section 2.6 to SELLER onto an account to be designated by SELLER and to be notified to BUYER in time in advance and transfer the Common Maricann Group Shares in accordance with Section 3.1;

5.4.2 deliver to SELLER a resolution of BUYER's board of director approving the purchase of the Shares.

6. PASSING OF RISK AND BENEFIT

6.1 The risk with regard to the Shares and the Company pursuant to article 185 CO shall pass, subject to the terms and conditions of this Agreement, to BUYER upon Closing.

6.2 Any dividends on the Shares for the financial year 2018 shall be for the sole benefit of BUYER.

7. REPRESENTATION AND WARRANTIES

7.1 Subject to the limitations set forth in Section 10, SELLER hereby represents and warrants to BUYER that the representations and warranties as set forth in **Appendix 7.1** are true and accurate on the Closing Date.

7.2 Subject to the limitations set forth in Article 5, BUYER hereby represents and warrants to SELLER that the representations and warranties as set forth in Appendix 7.1 are true and accurate on the Closing Date.

7.3 SELLER acknowledges that, other than as expressly provided in this Agreement, BUYER has not made and does not make, and SELLER has not relied and does not rely on, any representation or warranty, express or implied, pertaining to the subject matter of this Agreement. BUYER acknowledges that, other than as expressly provided in this Agreement, SELLER has not made and do not make, and BUYER has not relied and does not rely on, any representation or warranty, express or implied, pertaining to the subject matter of this Agreement.

8. REMEDIES

8.1 With respect to a breach of its obligations under this Agreement which can reasonably be remedied, in particular a misrepresentation or breach of warranty notified by BUYER to SELLER pursuant to Section 8.3, SELLER shall have the right, within a reasonable period of time not exceeding 60 (sixty) Business Days after the receipt of the Notice of Breach or a similar notice regarding other breaches of this Agreement, to put Buyer in the same position in which it would have been if the obligations or as the case may be the representation or warranty had been complied with..

8.2 Provided that BUYER delivered to SELLER a Notice of Breach in accordance with Section 8.3 and if and to the extent the cure as per Section 8.1 and 8.2 cannot be effected, or is not effected within the time period set forth in Section 8.1 and 8.2, the SELLER shall be liable to the BUYER, subject to the further exclusions and limitations set forth in this Section, for any loss, damage, out of pocket cost or expense, including reasonable attorney's fees and other professional advisor's fees (the "**Damages**") caused by such breach of obligation, warranty or misrepresentation or indemnity contained in Section 12.

8.3 BUYER shall deliver to SELLER a notice in writing describing the underlying facts of a claim for misrepresentation or breach of warranty in reasonable detail to the extent then known referring to the specific representation or warranty allegedly breached and stating, to the extent determinable, the amount of reasonably anticipated Damage relating to such claim as well as disclosing to SELLER such documents and information supporting its claim as is reasonable (the "**Notice of Breach**"; *Rüge*) at the earlier of:

8.3.1 promptly but not later than within 60 (sixty) Business Days after BUYER having obtained full and complete knowledge of a misrepresentation or breach of warranty pursuant to Section 7.1 or receipt by BUYER of notice of any claim made or threatened in writing to be made by any third party which BUYER believes is reasonably likely to give rise to a claim for misrepresentation or breach of warranty; or;

8.3.2 in case of a submission to, or a decision or order by, any court, arbitral tribunal or governmental or administrative body (including, without limitation tax authorities) which BUYER believes is reasonably likely to give rise to a claim for misrepresentation or breach of warranty, promptly upon BUYER receiving any such submission, decision or order but in any event within such period as will afford SELLER's reasonable opportunity to respond, or to require BUYER to procure that the Company respond, to such submission or to lodge, or to require BUYER to procure the Company to lodge, a timely appeal or other challenge against such decision or order.

8.4 Failure to give Notice of Breach within the time periods set forth above shall not exclude SELLER's liability hereunder; provided, however, that SELLER shall not be liable for any damage, loss or expense to the extent that the same is caused by BUYER's failure to give duly and timely notice within the time period set forth in this Agreement.

8.5 The regime provided for in this 8.3 shall be in lieu of, not in addition to, BUYERS's duty to immediately inspect and notify SELLER in accordance with Article 201 CO.

9. TIME LIMITATION ON CLAIMS

9.1 Claims by BUYER against SELLER for misrepresentation, breach of warranty or for the indemnities provided by SELLER in Section 12 shall be time-barred unless and to the extent BUYER delivers to SELLER Notices of Breach in accordance with Section 8.3 or similar notices regarding breaches of the indemnities:

9.1.1 unless otherwise set forth in this Section, on or before 18 (eighteen) months after the Closing Date;

9.1.2 with regard to the representations and warranties in paragraph 5 (Taxes) of Appendix 7.1, and the Tax indemnity in Section 12, on or before the later of (i) 2 (two) years after the Closing Date, (ii) on or before 6 (six) months after the assessment for the relevant Taxes has been determined and become legally-binding (*rechtskräftig festgesetzt*) or (iii) the relevant statute of limitations has expired (V*eranlagungsverjährung*);

9.1.3 with regard to the representations and warranties in paragraph 11 (Environmental) of Appendix 7.1 and the environmental indemnity in Section 12, 2 (two) years after the Closing Date;

9.1.4 with regard to the representations and warranties in paragraphs 1 and 2 of Appendix 7.1 (Title, Corporate Organization and Qualifications) 2 (two) years after the Closing Date.

9.2 It is understood and agreed that any Notice of Breach or a similar notice regarding any breach of the indemnities in Section 12 shall be served to SELLER on or by the date set forth in the preceding paragraph, in which case the resolution of such claims may also be effected after such date without the claim becoming time barred pursuant to this Section 9. SELLER and BUYER explicitly waive the application of Article 210 paragraph 1 CO.

10. LIMITATION ON LIABILITY

10.1 Other than as set forth in Section 10.3, BUYER shall not be entitled to be paid any sum in respect of a claim to recover Damages with respect to a breach of representations and warranties under this Agreement unless such claim exceeds on a stand-alone basis the amount of CHF 20,000 (the "**Qualifying Claim**"), in which case BUYER shall be entitled to recover the full amount of any Qualifying Claim.

10.2 Notwithstanding anything in this Agreement to the contrary (other than as set forth in Section 10.3), SELLER's aggregate liability for a breach of representation and warranties under this Agreement shall not exceed an amount of CHF 200,000 (the "**Cap**").

10.3 Any limitation of Sellers' liability under Section 10.1 and 10.2 shall not apply with respect to a breach of SELLER's representations and warranties set forth in paragraph 1 and 2 of Appendix 7.1.

10.4 The Parties explicitly waive article 200 CO except that all matters and information which have been Fairly Disclosed in the Appendixes and Schedules to this Agreement shall operate as an exclusion of, or a limitation to, the Sellers representations and warranties and the BUYER's rights under this Agreement, and the SELLER shall be under no liability to the extent that any matter or information being the basis of a claim for Damage has been Fairly Disclosed in the Appendixes and Schedules to this Agreement.

10.5 SELLER's liability shall be reduced, if and to the extent that:

10.5.1 BUYER or, following Closing, the Company shall have failed to use their commercially reasonable best efforts to mitigate their Damage in respect thereof to the extent such failure resulted in an increase in the amount of such Damages;

10.5.2 BUYER or the Company have recovered from any third person, including but not limited to an insurer, any sum in respect of any matter to which a claim made relates, after deduction of all duly documented costs and expenses incurred in making such recovery (including reasonable attorney's fees); or

10.5.3 any Tax payable by the Company or by BUYER is reduced as a result of a matter giving rise to a claim, provided that BUYER actually benefits from actual reductions in the tax year of the matter giving rise to the claim, and provided further that such benefits shall be treated as reducing BUYER's taxable income only after all other benefits of the BUYER available to reduce taxable income in such year are so used.

10.6 The provisions of Section 8 through 10 shall apply by analogy with respect to any misrepresentation or breach of warranty by BUYER.

10.7 The remedies in this Section 8 through 10 as well as Section 11 for breach of representations and warranties shall be in lieu of, and not in addition to, the remedies provided for under statutory law. All other remedies including, without limitation, the right to rescind this Agreement shall not apply and are expressly waived. In particular, and without limitation to the foregoing, SELLER and BUYER hereby explicitly waive the right of contract rescission under Articles 23 et seq. and 205 CO.

11. THIRD PARTY CLAIMS

After the Closing, in case of any third party claim, including, but not limited to, claims brought by tax or other governmental authorities, BUYER shall be entitled to oppose, or to cause the Company to oppose, such claim, and SELLER shall use their commercially reasonable best efforts in assisting BUYER or the Company in the defence of such claim at SELLER's own costs. Subject to the provisions of this Agreement, SELLER shall bear all reasonable attorney's fees incurred by BUYER or the Company in the defence of such claims (to the extent such fees cannot be recovered from the third party). BUYER shall procure that no such claim is settled without the prior written consent of SELLER, which consent shall not be unreasonably withheld or delayed.

12. INDENMITY AND COVENANTS

12.1 Notwithstanding any disclosure during the due diligence process or in this Agreement,

12.1.1 SELLER shall indemnify and hold harmless BUYER and the Company against any Tax payable by the Company arising in respect of or in consequence of (a) withholding tax adjustments, income, profit, constructive dividend, gain or other income earned, accrued, received (or deemed to be earned, accrued or received) or distributed on or before the Closing Date, or (b) any event, transaction, sale or service which occurred (or is deemed to occur) on or before the Closing Date, in each case which was not: (i) fully paid on or before the Closing Date, or (ii) fully provided for in the Final Closing Accounts or (c) any deferred Taxes arising after the Closing Date but relating to a period or period(s) before the Closing Date;

12.1.2 For the purposes of this Paragraph 12 there shall be treated as Tax payable by the Company an amount equal to any Tax which would have been so payable but for the use or set-off of any deduction, credit, allowance, loss carry forward, repayment or other exemption in respect of Tax (each a "**Relief**") arising either (i) to the Company in respect of an event occurring after the Closing Date, or (ii) to BUYER.

12.1.3 SELLER shall pay to BUYER or, if so directed by BUYER, to the Company, any amount payable under this Section on or before the date which is the later of the date 10 (ten) Business Days after demand is made therefore by BUYER and 2 (two) Business Days before the first date on which the Tax in question becomes payable by the Company.

12.2 Notwithstanding any disclosure during the due diligence process or in this Agreement, SELLER shall indemnify and hold harmless the Company for any Tax arising as a result of incentive payments that may be made to certain members of the management of the Company in relation with the transactions contemplated by this Agreement.

12.3 For the purpose of this Section 12, the limitations provided for in Section 10.1 and 10.2 shall not apply.

13. NON-COMPETITION AND NON-SOLICITATION

Any non-competition and non-solicitation by SELLER shall be regulated in the amendment to the employment agreement according to Appendix 5.1.1.

14. CONFIDENTIALITY

14.1 The Parties undertake to keep the contents of this Agreement confidential and not to inform any third party about its content unless required to do so by law or regulation or mutually agreed upon by the Parties. It is understood and agreed that the foregoing confidentiality undertaking shall not restrict the BUYER or any of its Affiliates (including, without limitation, Maricann Group Inc.) to provide information to their direct or indirect shareholders and Affiliates or to providers of financing or prospective M&A partners for the purpose of any financing or M&A transaction or even to the media. SELLER acknowledges that Maricann Group Inc. is a publicly traded company and may file a copy of this Agreement and make it public at www.sedar.com, subject to redactions authorized by applicable Canadian securities laws.

14.2 If a Party is required by applicable law, governmental or other regulation (including stock exchange regulations) or by court decision or governmental order to make a disclosure, it shall inform, to the extent reasonably practicable, and provided that such notification is not prohibited by applicable law, governmental or other regulations, the other Party that such disclosure is required, and the Parties shall use their reasonable efforts to agree in good faith on the content of such disclosure prior to it being made. Notwithstanding the foregoing, SELLER acknowledges and agrees that Maricann Group Inc. may disclose the material terms of this Agreement by press release and otherwise in accordance with applicable Canadian securities laws.

14.3 SELLER shall keep all confidential information in respect of the Company's business in strict confidence, and further undertakes not to disclose any such information to third parties, and shall in all respects keep confidential and not at any time disclose to anyone any confidential information, except as may be required by law or applicable regulations (and then subject to Section 14.2 above) and save to the extent that such confidential information comes into the public domain other than by a breach of the provisions of this Section 14.

15. PENALTY

In the event of a breach by SELLER of any covenant set forth in Section 13 and/or 14.3 SELLER shall, per breach, pay liquidated damages (*Konventionalstrafe*) to BUYER in the amount of CHF 100,000 per event; provided that nothing contained herein shall prevent the BUYER from seeking specific performance of SELLER's obligations under such Section and from seeking damages for any losses suffered by BUYER in excess of the liquidated damages payable by SELLER hereunder.

16. FORCE MAJEURE

No failure or omission by a Party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of a Party, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore.

17. MISCELLANEOUS

17.1 Any notice, request, demand, consent or other communication required or permitted under this Agreement shall be in writing and shall be given by personal delivery (including courier) by prepaid registered or certified mail or by fax (confirmed by mail) addressed to the party for which it is intended at the address below and shall be deemed to be given on the day of delivery or transmission if during normal business hours, or, if after business hours, on the next following Business Day, or if mailed by registered or certified mail, on the day which is seven (7) Business Days after such notice is mailed during normal postal conditions. In the event of a postal disruption, any notice mailed will be deemed received on the seventh (7th) Business Day following resumption of regular postal service:

17.1.1 If to SELLER:

Mr Victor Gashi

Switzerland
Phone:
Email:

17.1.2 If to BUYER:

Maricann B.V.
Keizersgracht 311
1016EE Amsterdam
The Netherlands
Att:
Phone:
Email:
Fax:

[Personal Information redacted]

Either Party may change its address for notices and other communications upon notice to the other Party in the manner aforesaid.

17.2 Except as otherwise provided herein, this Agreement may not be amended or otherwise modified except in writing signed by all Parties.

17.3 This Agreement, including all schedules attached hereto, constitutes the entire agreement and understanding between the Parties with respect to all matters herein and supersedes all prior oral or written agreements and understandings between the parties with respect to the subject matter of this Agreement.

17.4 The words "hereof”, "herein", "hereunder" and similar expressions used in any section of this Agreement relate to the whole of this Agreement (including any schedules attached hereto) and not to that section only, unless otherwise expressly provided for or the context clearly indicates to the contrary. Words importing the singular number only will include the plural and vice versa and words importing the masculine gender will include the feminine and neuter genders and vice versa. The word "including" will mean "including without limitation".

17.5 This Agreement and all right and obligations arising here from shall not be transferred by any Party to a third party without the express previous consent from all other Parties, which shall be in writing.

17.6 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute SELLER as the agent or employee of BUYER for any purpose whatsoever.

17.7 Each Party shall bear its own costs arising in connection with the execution and implementation of this Agreement.

17.8 The failure by either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right to require performance at any time thereafter, and no term or provision of this Agreement is deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party to have so waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether expressed or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach by such other party of the same or any other provision.

17.9 If any provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, it shall be deemed to be separate and severable from the remaining provisions of this Agreement, which shall remain in full force and effect and be binding as though the invalid or unenforceable provision had not been included.

17.10 Each of the Parties hereto covenant and agree to execute and deliver such further and other agreements, assurances, undertakings or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their votes and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

17.11 Unless otherwise specifically provided for herein, all monetary amounts referred to herein shall be in Swiss Franc (CHF).

17.12 The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

17.13 The language of all communications between the parties pursuant to this Agreement, including notices and reports, will be the English language.

17.14 This Agreement may be executed in identical duplicate counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. The delivery by facsimile transmission of an executed counterpart will be deemed to be valid execution and delivery of this Agreement and each party hereto undertakes to provide each other party hereto with a copy of the Agreement bearing original signatures as soon as possible after delivery of the facsimile copy.

18. Governing law and Jurisdiction

18.1 The parties agree that the validity, operation and performance of this Agreement shall be governed by and interpreted in accordance with the laws of Switzerland with the exclusion of the Swiss Private International Law and of the Vienna Convention on the Sale of Goods.

18.2 Any dispute concerning the subject matter of this Agreement, or the breach, termination or validity thereof (a "**Dispute**") will be settled exclusively in accordance with the procedures set forth herein. The party seeking resolution of a Dispute will first give notice in writing of the Dispute to the other party, setting forth the nature of the Dispute and a concise statement of the issues to be resolved. If the Dispute has not been resolved through good faith efforts and negotiations of senior officers or representatives of the parties within fifteen (15) days of receipt by the relevant party of the notice of Dispute, such notice will be deemed to be a notice of arbitration and the parties agree to refer the Dispute to and finally resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three (3). The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in the English language. The decision of the arbitral tribunal shall be final, and the parties waive the complaint to set aside the award in accordance with art. 192 Private International Law Statute.

18.3 To the fullest extent permitted by applicable law, the Parties waive and agree not to assert, as a defence or otherwise, (i) any claim that it is not subject to the jurisdiction (in personam or otherwise) of any such court, (ii) any objection that it may now or hereafter have to the laying of venue in any such court, or (iii) any claim that any action, suit or proceeding has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

For **SELLER:**	For **BUYER:**
"Markus Weidmann" By Power of Attorney ………………………………………….	"Diego Benz" By Power of Attorney ……………………………………….

Appendix 1.1

Whenever used in this Agreement, the following terms shall have the following meanings respectively, unless otherwise specified:

Affiliate of a Party means any Person which directly or indirectly controls, is controlled by, or is under common control with, such party; as used herein, the term "control" or "controls" means possession of the power to direct, or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, law or otherwise, and the term "controlled" shall have the meaning correlative to the foregoing.

Agreement means this share purchase agreement, the recitals set forth in the preamble herein, and all schedules and appendixes attached hereto, as well as all amendments, additions, restatements or modifications made hereto and thereto and all other documents incorporated herein or therein by reference, all of which are hereby made an integral part of and will be read as if included within the text of this share purchase agreement.

Business Day shall mean any day on which the commercial banks in Amsterdam, Zurich, Zug, and Toronto are open for normal business transactions.

BUYER shall mean the legal entity defined as BUYER on the cover page to this Agreement.

Calculation Date shall have the meaning set forth in Section 2.5.2.

Cap shall have the meaning set forth in Section 10.2.

CHF shall mean Swiss Francs, being the lawful currency of Switzerland.

Closing shall mean the consummation of the transactions as described in Sections **4** and **5**.

Closing Date shall mean the date on which the Closing actually occurs, as provided for in Section 4.2.

CO shall mean the Swiss Code of Obligations.

Common Maricann Group Shares shall have the meaning set forth in Section 2.5.2.

CSE shall have the meaning set forth in Section 2.5.2.

Damages shall have the meaning set forth in Section 8.2.

Fairly Disclosed shall mean a disclosure of a fact in a manner which allowed BUYER and its advisers to fully identify and assess, without taking recourse to any other information and without the need to make any further investigation, the impact of such fact on the business operations and prospects of Company. The concept of Fair Disclosure as defined herein shall supersede article 200 CO.

Financial Statements shall have the meaning set forth in paragraph 3 of Appendix 7.1.

Lien shall mean any lien, charge, encumbrance, security interest including but not limited to interests arising from options, pledges, mortgages, indentures, security agreements, rights of first refusal or rights of preemption, irrespective of whether such Lien arises under any agreement, covenant, other instrument, the mere operation of statutory or other laws or by means of a judgment, order or decree of any court, judicial or administrative authority, and shall also mean any approval or consent required from a third party to the exercise or full vesting of a right or title.

Litigation shall have the meaning set forth in paragraph 15 of Appendix 7.1.

Material Adverse Event shall mean an event or circumstance, or series of events or circumstances, which has a material and non-remediable adverse effect on the business operations or financial situation of the Company.

Material Contracts shall mean agreements, commitments, understandings and arrangements to which the Company is a party and which contain ongoing obligation and have a value exceeding CHF 50'000 or which have a paramount importance on the business, the assets, the condition (financial or otherwise) or the prospects of the Company.

Notice of Breach shall have the meaning set forth in Section 8.3.

Party(ies) shall mean SELLER and/or BUYER, as the context may require.

Permits shall mean governmental and administrative licenses and permits that are necessary for the carrying out of the business and operations of the Company.

Purchase Price shall have the meaning set forth in Section 2.5.

Qualifying Claim shall have the meaning set forth in Section 10.1.

Repealed Notice(s) shall have the meaning set forth in Section 3.5.

Shares shall have the meaning set forth in Recital a.

Shares To Be Issued shall have the meaning set forth in Section 3.2.

SELLER shall mean the person defined as SELLER on the cover page to this Agreement.

Signing shall have the meaning set forth in Section 4.1.

Tax and Environmental Amount shall have the meaning set forth in Section 3.3.

Tax or **Taxes** includes, without limitation, (a) taxes on gross or net income, profits and gains, and (b) all other taxes, levies, duties, imposts, charges and withholdings of any nature, including any excise, property, value added, sales, use, occupation, transfer, franchise and payroll taxes and any national insurance or social security contributions, and any payment whatsoever which the relevant person may be or become bound to make to any person as a result of the discharge by that person of any tax which the relevant person has failed to discharge, together with all penalties, charges and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them, in each case payable in any jurisdiction whatsoever and regardless of whether such taxes, levies, duties, imposts, charges, withholdings, penalties and interest are chargeable directly or primarily against or attributable directly or primarily to the relevant person or any other person and of whether any amount in respect of them is recoverable from any other person.

Tax Authority means any taxing or other authority in any jurisdiction whatsoever competent to impose any tax liability, or assess or collect any tax.

Transaction Documents shall have the meaning set forth in paragraph 4 of Appendix 7.1.

VWAP shall have the meaning set forth in Section 2.5.2.

Appendix 5.1.1

Key employees

[Personal Information redacted]

Template for the amendment of the existing employment agreements on the following pages.

ERGÄNZUNG ZUM ARBEITSVERTRAG VOM 30.11.2017 ZWISCHEN

HAXXON AG, vertreten durch (Arbeitgeber) und

.... (Arbeitnehmer)

a. Die Parteien vereinbaren, dass die Kündigungsfrist gemäss Ziffer 4 wie folgt ersetzt wird:

Das Arbeitsverhältnis kann jeweils per Ende eines Monats mit einer einjährigen Kündigungsfrist gekündigt werden.

b. Die Parteien vereinbaren sodann, dass für den Arbeitnehmer das folgende Konkurrenzverbot gilt:

Der Arbeitnehmer unterwirft sich einem Konkurrenzverbot, das auch für die Zeit nach dem Ende des Arbeitsverhältnisses anhält. Demnach ist es ihm untersagt, in selbständiger oder unselbständiger Funktion für ein Konkurrenzunternehmen tätig zu sein, auf eigene Rechnung ein solches zu betreiben oder sich an einem solchen direkt oder indirekt zu beteiligen. Als Konkurrenzunternehmen gilt jedes Unternehmen, in welcher Rechtsform auch immer, welches mit der Arbeitgeberin in direktem Wettbewerb steht. Das Konkurrenzverbot ist auf 18 Monate befristet und örtlich auf die deutschsprachige Schweiz beschränkt.

c. Im Übrigen gilt der Arbeitsvertrag vom 30.11.2017.

Zürich, 10.04.2018

……………………………………..	……………………………………..
HAXXON AG	....

[Personal Information redacted]

ERGÄNZUNG ZUM ARBEITSVERTRAG VOM 30.11.2017 ZWISCHEN

HAXXON AG, vertreten durch (Arbeitgeber) und

.... (Arbeitnehmer)

a. Die Parteien vereinbaren, dass die Kündigungsfrist gemäss Ziffer 4 wie folgt ersetzt wird:

   Das Arbeitsverhältnis kann jeweils per Ende eines Monats mit einer einjährigen Kündigungsfrist gekündigt werden.

b. Die Parteien vereinbaren sodann, dass für den Arbeitnehmer das folgende Konkurrenzverbot gilt:

   Der Arbeitnehmer unterwirft sich einem Konkurrenzverbot, das auch für die Zeit nach dem Ende des Arbeitsverhältnisses anhält. Demnach ist es ihm untersagt, in selbständiger oder unselbständiger Funktion für ein Konkurrenzunternehmen tätig zu sein, auf eigene Rechnung ein solches zu betreiben oder sich an einem solchen direkt oder indirekt zu beteiligen. Als Konkurrenzunternehmen gilt jedes Unternehmen, in welcher Rechtsform auch immer, welches mit der Arbeitgeberin in direktem Wettbewerb steht. Das Konkurrenzverbot ist auf 18 Monate befristet und örtlich auf die deutschsprachige Schweiz beschränkt.

c. Im Übrigen gilt der Arbeitsvertrag vom 30.11.2017.

Zürich, 10.04.2018

……………………………………..	……………………………………..
HAXXON AG	....

[Personal Information redacted]

ERGÄNZUNG ZUM ARBEITSVERTRAG VOM 30.11.2017 ZWISCHEN

HAXXON AG, vertreten durch (Arbeitgeber) und

.... (Arbeitnehmer)

a. Die Parteien vereinbaren, dass die Kündigungsfrist gemäss Ziffer 4 wie folgt ersetzt wird:

Das Arbeitsverhältnis kann jeweils per Ende eines Monats mit einer einjährigen Kündigungsfrist gekündigt werden.

b. Die Parteien vereinbaren sodann, dass für den Arbeitnehmer das folgende Konkurrenzverbot gilt:

Der Arbeitnehmer unterwirft sich einem Konkurrenzverbot, das auch für die Zeit nach dem Ende des Arbeitsverhältnisses anhält. Demnach ist es ihm untersagt, in selbständiger oder unselbständiger Funktion für ein Konkurrenzunternehmen tätig zu sein, auf eigene Rechnung ein solches zu betreiben oder sich an einem solchen direkt oder indirekt zu beteiligen. Als Konkurrenzunternehmen gilt jedes Unternehmen, in welcher Rechtsform auch immer, welches mit der Arbeitgeberin in direktem Wettbewerb steht. Das Konkurrenzverbot ist auf 18 Monate befristet und örtlich auf die deutschsprachige Schweiz beschränkt.

c. Im Übrigen gilt der Arbeitsvertrag vom 30.11.2017.

Zürich, 10.04.2018

……………………………………..	……………………………………..
HAXXON AG	....

[Personal Information redacted]

Appendix 5.3

Register of bearer shareholders (and beneficial owners) of **HAXXON AG**, CHE-

Number of Shares	Share Numbers	Nominal value per Share in CHF	Name and Address of the Shareholders (if a legal entity, reference is made to "Re-marks")	Transfer(s), information to company (date)	Remarks
~~100~~	-	~~500~~	**[Personal Information redacted]**		~~Passport copy amended~~
100	-	500	Maricann B.V., Keizersgracht 311, 1016EE Amsterdam, The Netherlands	……………………..	Ultimate beneficial owner is stock-listed company, Maricann Group Inc., Canada.

TOTAL:

Number of Shares	Nominal value per Share in CHF	Share Capital in total in CHF
100	500	50,000

Zurich, ………………………..
For the Company:

……………………………………………...
Victor Gashi, *sole member of the board of directors*

PROTOKOLL

der Beschlüsse

des Verwaltungsrates der

HAXXON AG

mit Sitz in Altdorf UR

I. Einleitende Feststellungen

Victor Gashi, Mitglied des Verwaltungsrates, eröffnet die Versammlung und übernimmt den Vorsitz. Er bezeichnet Markus Weidmann als Protokollführer.

Der Vorsitzende stellt fest, dass der Verwaltungsrat für die heutige Sitzung ordentlich einberufen wurde, womit mit der Verwaltungsrat beschlussfähig ist.

Gegen diese Feststellungen wird kein Widerspruch erhoben.

II. Traktanden

Im Anschluss daran gibt der Vorsitzende die Traktandenliste bekannt:

1. Eintragung im Melderegister, Ungültigerklärung sowie Vernichtung sämtlicher Aktienzertifikate
2. Varia

MINUTES

of the resolutions

of the Board of Directors of

HAXXON AG

with registered offices in Altdorf UR

II. Preliminary conclusions

Victor Gashi, member of the Board of Directors, opens the meeting and takes the chair. Markus Weidmann acts as secretary.

The Chairman states that this meeting of the Board of Directors was duly convoked, whereby the Assembly is quorate.

No objections are raised against these statements.

III. Agenda

Subsequent, the Chairman announces the agenda items:

1. Registration in the register of holders of bearer shares, invalidation and destruction of any and all share certificates
2. Miscellaneous

III. Beschlüsse

1. Eintragung im Melderegister, Ungültigerklärung sowie Vernichtung sämtlicher Aktienzertifikate

Der Verwaltungsrat beschliesst einstimmig und ohne Stimmenthaltung, dass der folgende Aktionär im (neuen) Melderegister wie folgt eingetragen wird:

- Maricann B.V., Keizersgracht 311, 1016EE Amsterdam, Niederlande, mit 100 Inhaberaktien zu je CHF 500 nominal (und somit 100%).

Sodann beschliesst der Verwaltungsrat einstimmig und ohne Stimmenthaltung, sämtliche bestehenden Aktienzertifikate der Gesellschaft einzusammeln, für ungültig zu erklären und zu zerstören.

2. Varia

Da keine weiteren Geschäfte zur Behandlung anstehen, schliesst der Vorsitzende die Versammlung.

IV. Resolutions

1. Registration in the register of holders of bearer shares, invalidation and destruction of any and all share certificates

The Board of Directors decides unanimously and without abstention from voting to register the following shareholder in the (new) register of holder of bearer shares as follows:

- Maricann B.V., Keizersgracht 311, 1016EE Amsterdam, The Netherlands, with 100 bearer shares with a nominal value of CHF 500 each (and therefore 100%).

Moreover, the Board of Directors decides unanimously and without abstention from voting to collect any and all share certificates of the Company, to declare such certificates invalid and to destroy such certificates.

2. Miscellaneous

There being no further business, the Chairman declares the meeting closed.

Ort, Datum/Place, Date:
Zürich/Zurich, 17.04.2018

....
Victor Gashi

....
Markus Weidmann

Appendix 5.3

RÜCKTRITTSERKLÄRUNG
DECLARATION OF RESIGNATION

Victor Gash

,
Victor Gashi

tritt hiermit als Mitglied des Verwaltungsrats der
herewith resigns as member of the board of directors

HAXXON AG

(**Gesellschaft**) mit Sitz in Altdorf mit sofortiger Wirkung zurück.
*(**Company**) with registered domicile in Altdorf with immediate effect.*

Gleichzeitig bestätigt er, dass die Gesellschaft sämtliche Verpflichtungen ihm gegenüber erfüllt hat und dass er keine Ansprüche und/oder Forderungen irgendwelcher Art gegenüber der Gesellschaft mehr hat.
At the same time, he confirms that the Company has fulfilled any and all obligations towards him and that he has no entitlement and/or claims of any kind against the Company.

Zürich, …………………….
Zurich, …………………….

Victor Gashi

[Personal Information redacted]

Appendix 7.1

SELLER's Representations and Warranties

SELLER hereby represents and warrants to BUYER as of the date of this Agreement which is the Closing Date, the following matters except that those representations and warranties which are explicitly made as of a specific date shall be true and correct only as of such date.

Where any statement in the following representations and warranties is qualified by the expression "to the best of the knowledge", "to the best of the information", "so far as SELLER is aware" or any similar expression, SELLER shall be deemed to have knowledge of (a) anything of which any member of management of SELLER has knowledge, or (b) anything of which management of SELLER ought reasonably to have knowledge given their particular position and responsibilities.

1. Shares

SELLER is the sole legal and beneficial owner of the Shares, free and clear of any Liens, and the Shares are not subject to any pre-emptive right, right of first refusal, right of first offer or any similar right of a third party, promise to sell or other transfer restrictions, and the Company is not a party to any arrangement for sharing income.

Upon delivery to BUYER at the Closing of the documents listed in Section 5.1 BUYER will receive good and valid title to the Shares, free and clear of any Liens.

2. **Corporate Organization and Qualification**

(a) SELLER has the full power and authority to enter into this Agreement and any transactions contemplated by this Agreement and to perform their respective obligations.

(b) The Company is duly incorporated and organized and validly existing under the laws of its place of incorporation, is in good standing and has the full corporate power and authority to own or use its assets and properties and to conduct its business as the same is presently being conducted. The capital structure of the Company reflects the valid ownership of the relevant shares, free and clear of any Lien or third party rights. Seller owns one hundred percent (100%) of the shares of the Company.

(c) The Shares are validly issued, fully paid in and the share capital has not been repaid in whole or in part.

(e) There are no outstanding options, warrants, calls, rights or commitments, or any other agreements of any character relating to the sale, issuance or voting of, or the granting of rights to acquire, any of the Shares or other securities of the Company.

(f) There exists no authorization, obligation or arrangement (present or future, absolute, contingent or otherwise) of the Company to issue or sell shares to any person. No further capital, shares, or other equity instruments in the Company have been or will be issued on or before the Closing Date.

(g) Neither SELLER nor the Company are currently the subject of any action or proceedings with a view to prevent or settle financial difficulties (including, but not limited to, receivership, bankruptcy proceedings or any similar actions), and no such proceedings are anticipated;

(h) SELLER is not a resident of Canada or the United States or otherwise subject to the securities laws of Canada or the United States with respect to the acquisition of the Common Maricann Group Shares. SELLER is acquiring the Common Maricann Group Shares as principal and not as agent or for the benefit of any other person. SELLER is acquiring the Common Maricann Group Shares, pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of the jurisdiction where SELLER resides or, if such is not applicable, the purchaser is permitted to acquire the Common Maricann Group Shares, under the applicable securities laws of such jurisdiction without the need to rely on an exemption. The applicable securities laws of jurisdiction where SELLER reside do not require Maricann Group Inc. to file a prospectus, registration statement or similar document or to register the Common Maricann Group Shares, or to make any filings, seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in such jurisdiction or pay any fees or regulatory charges whatsoever.

3. Financial Statements

The balance sheets of the Company as of 31 December 2013 through 31 December 2017 and the related profit and loss accounts (collectively, the "**Financial Statements**") have been prepared in accordance with applicable law and in compliance with the further representations and indemnities as set forth in this Agreement. In case of any inconsistencies, the representations and indemnities as set forth in this Agreement shall prevail.

The management accounts of the Company from 1 January 2013 through Closing Date are true and correct in all material respect.

The books of the accounts and all supporting books and records of the Company have been properly kept as required under applicable legal, regulatory and accounting requirement and are up-to-date and reflect all assets, liabilities and expenditures of the Company and are available for the periods required under applicable law.

There are no actual or contingent liabilities of any kind, including full provision for all bad and doubtful debts, all actual or contingent liabilities in connection with any restructuring and reorganization activities (including, without limitation, any liabilities with respect to Taxes, early retirements, relocation costs and severance payments) and other representations, and collaterals which are not disclosed completely and in their full amount in the Financial Statements.

All extraordinary, non-recurring, non-operating and out-of-period revenue and expense items that distort the reported historical financial information have been appropriately disclosed.

4. No Conflict

This Agreement and all ancillary agreements entered into by SELLER (the "**Transaction Documents**") constitute a legal, valid, and binding agreement and obligation of SELLER, enforceable against him in accordance with its terms. SELLER has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform their obligations under the Transaction Documents.

The execution, delivery and performance by SELLER and BUYER of the Transaction Documents and the consummation of the purchase and sale of the Shares and the transactions contemplated by this Agreement will not (i) violate or conflict in any respect with any provision of the certificate of incorporation (or other constitutive documents) or by-laws (or other governing documents) of SELLER or the Company; (ii) breach, violate or constitute a default under or an event which would give rise to any right of termination or cancellation, in accordance with the express terms of any agreement to which SELLER or the Company are a party, or by which SELLER or the Company or any of their properties or assets may be bound; (iii) require from SELLER any notice to, declaration or filing with, or consent or approval of, any governmental authority or other third party or (iv) materially violate or conflict with in any way, or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or governmental authority.

5. Taxes

All notices, computations and tax returns required to be filed prior to Closing by or with respect to Taxes payable or reimbursable by the Company have been filed in a timely manner. All such notices, computations and tax returns (i) have been prepared in the manner required by applicable law, (ii) are true, correct and complete and are not subject of any material dispute nor are likely to become the subject of any material dispute with such Tax authorities, and (iii) accurately reflect the liability for Taxes of the Company. Regardless of whether or not they are shown on a tax return, all Taxes for which the Company at the Closing or at any time thereafter is or may become liable in respect of the period up to and including the respective balance sheet dates, have been duly and timely paid or, to the extent that any Taxes have not been paid, adequately and expressly provisioned in the Financial Statements. The Company is not a party to any action or proceeding by any governmental Tax authority for non-payment of Taxes, nor has it received notice from such body of any claim for such non-payment of Taxes or other deficiency, and no tax return of the Company is currently under tax audit by any taxing authority and no written notice or other communication of any such tax audit has been received. The Company is not a party to any agreement or any other legal form for the extension of time for the assessment of payment of Taxes and the Company is not liable to any Taxes as result of any agreement or any other legal form for the assessment or payment of Taxes. The Company has no outstanding obligations under any settlement agreements entered into with Tax authorities. There exists no circumstances for a reassessment of Taxes decisions or procedures, nor is any such reassessment pending or has been threatened by the competent Tax Authorities.

All records, which (i) the Company is required to keep for tax purposes or (ii) would be needed to defend any claim made by any Tax authority or to substantiate the position taken in relation to Taxes by the Company, have been duly kept and are kept and are available for inspection at the premises of the Company. There are no outstanding Tax liabilities or exposures under any agreement relating to the sale or acquisition by the Company of a participation in a current or former Affiliate of the Company.

Notwithstanding, Appendix 7.1 paragraph 3, the Financial Statements contain adequate provisions to cover (i) all accrued taxes until the Closing; and (ii) any deferred taxes becoming due after Closing but relating to facts or circumstances before the Closing Date.

6. Inventory

As set forth in **Schedule 6**, all inventory including consignment stock of the Company consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete items and items of below-standard quality, all of which have been written off or written down in accordance with Swiss accounting law and past practice (which includes writing off any inventory item greater than one-year old), as the case may be. All inventories not written off have been valued at the lower of cost or net realizable value. The quantities of each item of inventory (whether raw materials, work-in-process, or finished goods) are not excessive, but are reasonable in the present circumstances of the Company. Raw material and semi-finished goods are fully useable in the ordinary course of business. Finished goods and merchandise are fully saleable in the ordinary course of business.

7. Accounts Receivables and Payables

As set forth in **Schedule 7**, the trade accounts receivable and trade accounts payable as shown in the Financial Statement have payment terms that are in line with normal industry level and are maintained in the ordinary course of business of the Company. All accounts receivable are valid receivables and result from transactions in the ordinary course of business or products delivered or services rendered in line with normal industry standard. As of the date hereof, no written notice has been received from any account debtor that any material amount of such accounts receivable are subject to any pending or threatened set-off, discount or counterclaim of any kind, other than consistent with past practice pursuant to the Company reserve methodologies. The existing provisions for bad and doubtful debt are sufficient.

All accounts receivables of the Company have arisen from bona fide transactions in the ordinary course of business consistent with past practice and accounted for in accordance with Swiss accounting law. All accounts receivables are appropriately reserved and, as reserved, are good and collectible in accordance with Swiss accounting law.

8. Assets

(a) The Company has good title to or the valid right secured by contract to use, free and clear of any Liens, all assets as reflected in the Financial Statements; all such assets are in good working order (fair wear and tear excepted), have been properly maintained, are safe to operate in accordance with their current practice in their current condition and are not subject to any Liens (or agreements to create Liens). The Company has not entered into any off balance sheet borrowing arrangement (including factoring arrangements).

(b) The machinery, vehicles and all other equipment owned or used in connection with the business of the Company are in good operating condition and repair and good working order and have been regularly and properly maintained.

(c) The buildings, structures, and equipment of the Company are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, structures, or equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

(d) All leases for machinery, vehicles and any other equipment to which the Company is a party are in full force and effect and the Company has not received written notice of any default or breach by the Company of any such lease and to the knowledge of the Company (i) no such default or breach now exists and (ii) no event has occurred or is continuing which with notice or passage of time or both, would constitute a default hereunder.

9. Intellectual Property Rights

There are no intellectual Property Rights.

10. Information Technology

The Company has good title to or the valid right secured by contract to use, free and clear of any Liens, all IT-hardware and -software needed for the continued conduct of the business of the Company as the same is currently being conducted; all such IT-hardware and -software are in good working order (fair wear and tear excepted), have been properly maintained, are safe to operate in accordance with their current practice in their current condition and are not subject to any Liens (or agreements to create Liens).

11. Environmental

The Company does and has:

(a) complied in all material respects with applicable laws and regulations concerning air, water, land or waste transportation and/or disposal and any other matter classified as an environmental matter under any such laws and regulations (the "**Environmental**

Laws");

(b) obtained and complied in all material respects with the terms and conditions of any and all licenses, consents, Permits or other authorizations made or issued pursuant to or required by any Environmental Laws, all of which such licenses, consents, Permits or other authorizations are at the date hereof in full force and effect, and to SELLER's best knowledge, no circumstance exists which will result in a material modification, supervision, revocation or non-renewal of such licenses, consents, Permits or other authorizations;

(c) there is no material civil, criminal or administrative action, claim, investigation or other proceeding or suit active, pending or, to the knowledge of SELLER, threatened in writing against the Company or any of its officers or directors based on Environmental Laws;

(d) no outstanding, pending or currently in effect writs, claims, demands, notices of responsibility or potential liability or responsibility, injunctions, decrees, order, judgments, consent decrees, consent orders, or settlement agreements or no actions, lawsuits, proceedings or investigations pending, relating to compliance with or liability under any Environmental Law affecting the Company; and

(e) provided or has made available to BUYER all material environmental audits and reports in possession of the Company or of which SELLER has knowledge.

To the best knowledge of SELLER, there are no (i) underground storage tanks, (ii) surface impoundments, or (iii) asbestos-containing material located at the Production Site.

12. Employment

SELLER confirms that the disclosed employment agreements are in line with Swiss law and in a non-terminated condition. There are no claims unless salary as agreed on in the disclosed agreements.

13. Material Contracts

The Material Contracts of the Company are listed in **Schedule 13**. Such Material Contracts of the Company are valid, binding and enforceable in accordance with their terms and in full force and effect. The Company has in all material respects properly performed all of its obligations arising out of the Material Contracts, and no notice of termination has been received or given, and the Company has not received notice that it is in default under any Material Contract. The counter-party has properly performed all obligations arising out of the Material Contracts and no grounds for termination exist.

No Material Contract becomes invalid or ineffective or may be terminated or modified or requires the consent of any person as a consequence of the execution of this Agreement.

Other than as set forth in Schedule 13, the Company is not obligated under, or party to, any Material Contract whether actual or contingent.

14. Insurance

(a) All insurance policies of the Company are valid and in full force and effect and no notice of cancellation has been given with respect to any such policy. All premiums due thereon have been paid in a timely manner. All the Company's insurance cover relating to its business and any assets used in the business of the Company will outlast the Closing Date and will not be affected by the Closing.

(b) The properties, assets, employees, businesses, third-party liabilities and operations of the Company are insured by policies against such risks, casualties and contingencies and of such types and amounts as are common and usual for the size and scope of their respective businesses as now being conducted, including, but not limited to the risks arising from the involvement of the Company in activities relating to the production of paper, film and plastics. No material act, omission, misrepresentation or non-disclosure has occurred which makes any of the insurance policies void, nor have any circumstances arisen which would render any of these policies void or unenforceable for illegality or otherwise, nor has there been any breach of the terms, conditions and warranties of any of the policies that would entitle insurers to decline to pay all or any part of any claim made under the insurance policies.

(c) There is no material claim outstanding under any of the insurance policies (or under any policies previously held by the Company), all material claims have been settled in full and there are no circumstances which exist which are likely to give rise to such a claim.

(d) All incidents that occurred and became known before the Closing Date and that could result in a claim under any insurance policy have been or will be notified to the relevant insurers.

(e) SELLER is not aware of any circumstance that may lead to an insurance claim under a directors' and officers' liability insurance policy.

15. Litigation

There are no nor have there been within 3 (three) years before the Closing Date any claims, actions, suits, proceedings, investigations or inquiries (including actions or proceedings seeking injunctive relief) pending against or, to the best of the SELLER's knowledge, threatened against the Company or, to the best of the SELLER's knowledge, in which the Company is otherwise involved or otherwise relating to the Company's business before any court, arbitral tribunal, administrative board, agency or commission which involve a claim by a governmental or regulatory authority, or by a third party, against the Company, and there are, to the best of the SELLER's knowledge, no circumstances which could give rise to such litigation. The Company has not entered into any settlement agreements and there is no outstanding judgment, order or decree under which the Company has any outstanding obligations.

16. Compliance

(a) **Schedule 16** contains a list of all Permits required for the operation of the Company's business. All Permits required for the operation of the Company's business have been obtained by SELLER and the Company and are valid and in full force and effect; the activities of the Company and of SELLER (in this latter case, as regards the Company's business only) are and have been carried out in material compliance with such Permits and in material compliance with all applicable laws and regulations. No claims have been filed and pending against the Company within a period of 1 (one) year before the Closing Date and neither SELLER nor the Company have received any notice alleging any such violation, nor do SELLER or the Company have any knowledge of any inquiry, investigation or proceedings relating to alleged violations of applicable laws or regulations.

(b) As set forth in Schedule 16, the Company has filed applications for the extension or renewal of any of the Permits that expire within 90 days after the Closing Date.

(c) The Company (i) has in all material respects complied with all health and safety and environmental and other laws applicable to it, and no action, suit or proceeding by any third party or any governmental or administrative authority is pending or threatened against the Company alleging any failure to comply with any health or safety law in effect as of the date of this Agreement, and (ii) has obtained and been in material compliance with all of the terms and conditions of all permits, licenses and authorizations required under any health and safety law.

(d) The Company (i) has in all respects complied with all corporate and commercial and other laws applicable to it, and no action, suit or proceeding by any third party or any governmental or administrative authority is pending or threatened against the Company alleging any failure to comply with any corporate and commercial law in effect as of the date of this Agreement, and (ii) has obtained and been in material compliance with all organizational and corporate documents required under any corporate and commercial law.

(e) The Company has in all respects complied with all export and import and other trade regulations applicable to its business and no action, suit or proceeding by any third party or any governmental or administrative authority is pending or threatened against the Company alleging any failure to comply with any trade regulations in effect as of the date of this Agreement.

17. Dissolution and Disposal of Affairs

The Company is not or will not be held liable for any liabilities against any company affiliated to the Company at a certain stage but not part of the Company anymore at Closing Date, be it due to the disposal of the stake in such a company or the liquidation and deletion of such a company.

18. Social Security, Pensions and Benefit Plans

Social Security is paid by the Company and Pensions and Benefit Plans are in Place in accordance with Swiss law.

19. Books and Records

The stock books, stock transfer records and other shareholder records for the Company are complete and correct and have been maintained in accordance with good business practices and the applicable legal requirements. At Closing, all of those books and records will be in the possession of the Company.

20. Broker's Fees

The Company has not employed any broker, adviser, finder or other intermediary in connection with the transactions contemplated by this Agreement to whom it would be obligated to pay a broker's, finder's or similar fee or commission.

21. Major Customers

The Company has not received any notice or other communication terminating or reducing the business relationship between any major customer and the Company and there has not been any Material Adverse Change in the business relationship of the Company with any such customer (including any dealer or any distributor) as per Closing Date. For the purposes hereof a major customer means any customer who purchased goods or services relating to the Company's business during the 3 (three) months period ended on 31 December 2017 which involved an aggregate value in excess of CHF 50,000.

22. Supplier

The Company has not received any notice or other communication terminating or reducing the business relationship between any major supplier and the Company and there has not been any Material Adverse Change in the business relationship of the Company with any such supplier as per Closing Date. For the purposes hereof a major supplier means any supplier who supplied goods or services to the Company during the 3 (three) months period ended on 31 December 2017 which involved an aggregate value in excess of CHF 50,000.

23 Product Liability

(a) The Company has not manufactured, sold or supplied products which do not comply in all respects with representations and warranties given by the Company.

(b) There is no product liability claims pending or threatened with respect to any products or services sold, produced or provided by the Company or in connection with the Business exceeding an amount of CHF 20,000.00 in total.

24. Absence of Non-Arm's Length Transactions

No director or manager, former director or manager, shareholder, or employee or former employee of, or any person not dealing at arm's length with, of the Company is engaged in any transaction or arrangement with or is a party to a contract with, or has any indebtedness, liability or obligation to, the Company, relating to the Company or the Company's business.

25. Fair Disclosure

All information disclosed by SELLER to the BUYER is, to the best of the SELLER's notice, true, complete and not misleading in all material respects.

26. Subsidiaries and Investments

The Company does not own or control, directly or indirectly, any interest in any other corporation, partnership, limited liability company, association or other business entity.

Appendix 7.2

BUYER's Representations and Warranties

Subject to the limitations set forth in the Agreement, BUYER hereby represents and warrants to SELLER as of the date of this Agreement which is the Closing Date the following matters:

(a) BUYER is a corporation duly organized and validly existing under the laws of its place of incorporation and has the full corporate power, authority and necessary governmental approvals to own or use its assets and properties and to conduct its business as the same is presently being conducted.

(b) BUYER has, subject to the approvals required according to Section 4.4 of the Agreement, the absolute and unrestricted right, power, authority and capacity and has received all the necessary approvals from its corporate bodies to execute this Agreement and to perform its respective obligations under this Agreement. There exist no limitations under applicable law and the constituting documents of BUYER, or any contracts by which BUYER is bound that would prevent BUYER from entering into or performing its obligations under this Agreement.

(c) Subject to the approvals required according to Section 4.4 of the Agreement, no authorizations, permits or consents are required from any governmental or administrative authority, or any third party (including without limitation any shareholders or creditors of BUYER) for the consummation of the transactions contemplated by this Agreement other than as set forth in this Agreement.

(d) There are no actions, suits or proceedings pending against BUYER or any of BUYER's Affiliates before any court or administrative board, agency or com-mission which involve a claim by a governmental or regulatory authority, or by a third party, which would operate to hinder or substantially impair the consummation of the transactions contemplated by this Agreement. Buyer is not aware of any actions, suits or proceedings in accordance with the preceding sentence which have been threatened in writing to be filed or instituted against BUYER or any of BUYER's Affiliates.

Schedule 6

Inventory

Anhang 1: INVENTARLISTE ANLAGE REGENSDORF PER 30.11.2017

Posten	Anzahl	Stk. Neu-Preis	Ist-Preis
Lüftungsanlage	4	35500	142'570.00
Lüftungsfilter	14	500	7'000.00
Lüftungskanäle (Verzinkt) Laufmeter	60	70	4'200.00
Lüftungsrohre	120	50	6'000.00
Flexrohre	180	30	5'400.00
Aufzuchttische	36	200	7'200.00
Wannen in Laufmeter	1100	34	37'400.00
Tank 1000Liter	24	200	4'800.00
Filteranlagen Wasser	20		10'000.00
Abdeckungen (Fenster/Wetterschutz)	36	480	17'280.00
Strominstalation (Schalttafeln, Weichen usw.)			114'000.00
Lampen	400	580	232'000.00
Töpfe	26'000	0.9	23'400.00
Erde / 50 Kg Säcke	1700	33	56'100.00
Wasser-Pumpen	60	200	12'000.00
Schläuche in Meter	2500	2	5'000.00
Gestelle (Metall)	3	550	1'650.00
Gestelle (Holz)	12	500	6'000.00
Bürotische	3	800	2'400.00
EDV	1	1'400.00	1'400.00
Türen	8	650	5'200.00
Schneidwerkzeuge	50	15	750.00
Pflanzennahrung/Liter	400	24	9'600.00
Stecklings-Zelte	6	6'000.00	18'000.00
Pflanzenschutz/Kapseln	180	30	5'400.00
Elektrowerkzeuge	15	450	6'750.00
Staubsauger	1	3'800.00	3'800.00
Twister	1	12'900.00	12'900.00
Trocknungsgeräte	2	2300	4'600.00
Hängenetze	24	40	960.00
Zugnetze	20	50	1'000.00
Stecklinge	24'000.00	5	120'000.00
Videoüberwachung (26 Kameras)			26'000.00
Kleinmaterial (Schrauben, Brieden, Nägel, Klemmen, Kleber, Silikon usw.)			54'230.70
Messgeräte	15	300	4'500.00
			816'420.70

Schedule 7

Accounts Receivables and Payables

[Commercially sensitive and confidential information redacted]

Schedule 13

Material Contracts

Lease agreement concerning the Production Site

Schedule 16

List of Permits

a.	Narcotics Act:	Out of scope.
b.	Drug Act (*Heilmittelgesetz*):	Out of scope.
c.	Food Law (*Lebensmittelgesetz*):	Out of scope.
d.	Product Safety Act (*Produktesicherheit*):	Out of scope.
e.	Further Permits:	Out of scope.