



PURCHASE ORDER AND CONDITIONS OF SALE OF CBD RAW (the "Purchase Order")

Between:

PURE PRAIRIE HEMP CORP. ("Seller")

- and -

TETRA BIO-PHARMA INC. ("Buyer")

1. **Purchase Details:** Buyer offers to purchase and Seller agrees to sell industrial hemp, as defined in the *Cannabis Act* and *Industrial Hemp Regulations*, SOR 2018-145, including industrial hemp plant-parts containing cannabidiol ("CBD"), that have been harvested, cleaned and prepared for shipment by Supplier ("CBD Raw") as follows:
 - a. Supplier will provide approximately 40,000 pounds of CBD Raw to Buyer;
 - b. The term of the agreement will be, on a best efforts basis, on a best efforts basis, monthly intervals, of 5,000 to 10,000 pounds of CBD Raw (a "Shipping Date"), up to the CBD Raw quantity in Section 1a above.
 - c. The CBD Raw price shall be as set out in the attached "Schedule A: Pricing Schedule" (the "CBD Price"), subject to any adjustments expressly provided for under the Purchase Order terms.
 - d. The first Shipping Date shall take place on, or as close as reasonably possible, to October 17, 2018. If intervals of CBD Raw are to be provided by Seller, the subsequent shipments of CBD Raw shall be shipped to Buyer on the indicated intervals following the first Shipping Date.
 - e. The place of delivery of the CBD Raw is: an extraction facility selected by the buyer ("Delivery Place").
 - f. The Seller's facility is located at: NW9-31-6-W4 [near Sedalia, Alberta] (the "Seller's Facility").
2. **Purchase Order Duration:** The Purchase Order details in Section 1 are applicable for the 2018 growing season. Provided Buyer submits a request and offer to purchase CBD Raw on or prior to March 31, 2019, Buyer will have priority status on projected CBD Raw quantities for 2019, up to 40,000 pounds, and shared pro rata with other priority status purchasers. Any agreement for the purchase of CBD Raw using this priority status right will be entered into and subject to a subsequent and separate purchase order.
3. **CBD Raw Product Purchase & Sale:** Seller shall sell the CBD Raw product to Buyer as set out in the Purchase Order. Buyer shall pay to the Seller the CBD Price on the terms and timing set out in the Purchase Order. The actual price to be paid for the CBD Raw will be based on the percentage of CBD contained in the CBD Raw, on a per milligram basis.
4. **Purchase Order and CBD Price:** The CBD Price for each shipment of CBD Raw shall be determined by Seller at the time of shipment, being the bill of lading date, and based on the CBD content in the

Certification and the Delivered Weight (as determined by the methodology in Section 6 below), subject to adjustments expressly stated in the Purchase Order terms.

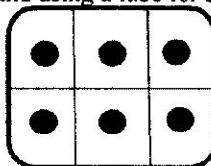
5. Payment & Credit Terms: Payment for CBD Raw shipments shall be made as follows:

- (a) For the first shipment of CBD Raw following the current year harvest, the CBD Price will be due at Delivery (as defined in Section 8) and shall be paid by Buyer within the earlier of:
 - i. five days of transport to the Delivery Place having occurred; and,
 - ii. thirty days after Delivery has occurred;
- (b) For subsequent shipments of CBD Raw, provided Buyer has been approved by Seller for credit, such approval being at Seller's sole discretion, payment of the CBD Price shall be due on Delivery and paid no later than thirty days of transport to the Delivery Place for amounts up to the credit granted;
- (c) For shipments of CBD Raw that exceed the current credit granted by Seller to Buyer, or if Buyer has not been approved by Seller for credit, payment of the CBD Price shall be due at Delivery and shall be paid within two business days of the day the CBD Raw shipment leaves Seller's facility. Seller will provide notice to Buyer when such shipment leaves Seller's facility. Delivery will be deemed not to have occurred on the shipped CBD Raw until such payment is made;
- (d) For CBD Raw shipments that are postponed at Buyer's request under Section 7(b) below, the CBD Price will be due on Delivery and payment shall be made on the earlier of:
 - i. five days of actual transport to the Delivery Place; and,
 - ii. thirty days after the agreed storage period has ended;
- (e) All payments under the Purchase Order shall be made by way of bank draft or electronic funds transfer from Buyer to Seller, unless Seller has expressly agreed in writing to a different form of payment.
- (f) If a CBD Variance and corresponding CBD Raw Price adjustment as set out in Section 6(e) applies to a CBD Raw shipment, an adjusting credit or additional invoice, as applicable, (an "Adjustment Invoice") shall be issued by Seller within 15 business days of Seller having received the third-party testing results of the Buyer's Sample. An Adjustment Invoice or possibility of an Adjustment Invoice does not alter or affect the payment requirements or timing set out above.

In the event Seller provides to Buyer any credit for shipments of CBD Raw, Seller shall be entitled to receive verification and confirmation, acting reasonably, of Buyer's ability to make payments as they become due under the Purchase Order, including credit searches and credit inquiries of the Buyer, from time to time, over the Purchase Order duration, failing which all CBD Raw shipments will require payment as set out in Section 5(c). If Buyer is in default with respect to any of the terms and conditions of the Purchase Order with Seller beyond any applicable cure period, including the terms of Buyer's credit application, Seller shall, at its option, have the right to decline to make deliveries hereunder, to demand payment on Delivery until Buyer's credit has been reestablished or the default cured to Seller's satisfaction or, without prejudice to any other legal remedy available to Seller, to decline further performance hereof.

6. Testing, Certification & Acceptance of CBD Raw Product:

- (a) CBD Raw provided under this Purchase Order will be tested, inspected and certified as follows:
 - i. Seller shall collect a sample of each CBD Raw shipment sent to Buyer ("Seller's Sample");
 - ii. The Seller's Sample shall be collected using the following process:
 - a. Seller shall collect Seller's Sample from each 1,000-pound CBD Raw bag lot to be shipped, prior to loading, using a core sampling from six different sections of the bag, similar to that set out in the following diagram and using a tube for sample collection:



- b. Each core sample from a bag lot will be comingled with other core samples from that bag lot, as a whole constituting the Seller's Sample for that bag lot. Half of the Seller's Sample will be sent to a third-party qualified testing lab to determine the percentage CBD content and Seller will retain the other half;
 - c. If Buyer has requested final packaging for delivery in smaller bags than the 1,000-pound bags, Seller will obtain Seller's Sample prior to separating the CBD Raw shipment into sublots and packaging in the smaller bags for transport.
 - iii. The Seller's Sample shall be collected within twenty business days or less of loading for transport of the CBD Raw shipment;
 - iv. Seller will provide Buyer with:
 - a. a third-party certification of the Seller's Sample indicating its CBD content; and,
 - b. a third-party certification of a microbial testing of the CBD Raw contained in the CBD Raw shipment from Seller's completed batch testing;
 (collectively, the "Certification") and, the cost of the Certification shall be at Seller's cost;
 - v. As soon as reasonably possible, upon the later of:
 - a. receipt of the Certification; or,
 - b. the next Shipping Date occurring;
 the CBD Raw shipment will be loaded for transport and shipped to the Buyer;
- (b) The delivered weight of CBD Raw shall be calculated by Seller at the time of loading of the CBD Raw for shipment using a scale that is approved and compliant with applicable legal requirements for commercial use (the "Delivered Weight");
- (c) Buyer may, at its option, within one business day of transport to the Delivery Place, inspect the delivered CBD Raw and collect a second representative sample of each CBD Raw shipment ("Buyer's Sample"). Buyer's Sample must be collected and tested in the same manner as the Seller's Sample and with the same third-party testing facility. If Buyer's shipment is in multiple smaller bags for each 1,000-pound CBD Raw bag lot, Buyer's Sample must be collected in the above manner from each smaller bag and comingled to constitute Buyer's Sample. Buyer shall provide Seller a sufficient quantity of Buyer's Sample to perform its own testing and analysis on the Buyer's Sample.
- (d) Any additional testing requested from the Buyer that is in addition to the Certification that is requested from Buyer will be at Buyer's sole cost.
- (e) In the event of a variance of CBD content of the Delivered CBD Raw of more than 1.0% (a "CBD Variance"), then the CBD content of that portion of CBD Raw shall be adjusted from the Certification above and will be finally deemed to be the CBD content set out in the additional test, and Seller shall issue a credit invoice or additional invoice, as the case may be, to effect the appropriate CBD Raw Price adjustment. In all other cases and portions of the CBD Raw not containing a CBD Variance, the Certification shall be deemed to be correct.
- (f) For purposes of the testing of the Buyer's Sample set out in this Section 6(c), "testing" will be considered to have been performed within one business day of delivery to the Delivery Place if Buyer collects its Buyer's Sample, provides Seller a sample of the Buyer's Sample and sends the Buyer's Sample for the requisite testing within one business day of delivery by Seller. Buyer will be deemed to have accepted delivery and waives any claims of set-off or other claims in the event Buyer:
 - a) comingles or otherwise uses the CBD Raw in any manner; or,
 - b) fails to provide notice to Seller of any deficiency within two business days of having received its Buyer's Sample test results and providing the test results to Seller.

7. Packaging, Storage & Shipping:

- (a) Seller shall be responsible for packaging CBD Raw, in accordance with applicable laws, at Seller's cost. The Incoterm "FCA Seller's Premises" shall apply to all CBD Raw shipments. Seller shall be the party to make the arrangements for the transport carrier of the CBD Raw, however all costs associated with transportation, insurance, risk of loss and unloading at the Delivery Place will be at the Buyer's cost and applied as a separate, additional cost to the total invoice for such CBD Raw shipment.

(b) Buyer may request Seller to postpone all or a portion of a shipment of CBD Raw for a mutually agreed time period. If Seller agrees to postpone all or a portion of a shipment of CBD Raw, Seller shall hold such CBD Raw at Seller's Facility in its normally used practices for storage of its CBD Raw product and Buyer shall pay a storage fee to be negotiated between the Seller and Buyer (the "Storage Fee"). In addition to the Storage Fee, Buyer shall assume all risk of degradation and quality deterioration of a postponed CBD Raw shipment and Seller shall obtain Certification of the CBD Raw product at the time that it would have shipped the CBD Raw product, but for the postponement request. The Certification shall be deemed to be accurate and correct, notwithstanding any subsequent testing, status or quality of the CBD Raw product at the time that the CBD Raw product is actually delivered to the Delivery Place. For purposes of Section 6, Delivery is deemed to have occurred at the time Seller accepts the request from Buyer to store the CBD Raw product at Seller's Facility.

(c) Seller shall make reasonable efforts to ship in accordance with Buyer's requested dates and instructions (including quantity), taking into account Seller's production and shipment schedules and inventory stocks. Seller shall not be liable for failure to meet Buyer's requested shipping dates.

8. Delivery, Title and Risk of Loss

(a) For all CBD Raw provided under the Purchase Order, title, ownership and risk of loss shall pass to Buyer at the time of Delivery. "Delivery" is defined pursuant to FCA Seller's Premises and occurs at the time that the CBD Raw shipment is loaded by Seller onto the transport carrier at Seller's Facility.

(b) Once Delivery has occurred, the Buyer shall bear all risk of the CBD Raw, including, without limitation, degradation, mold and other organic threats, pests, deterioration of quality, loss of product, fire, theft or other loss or damage of any nature whatsoever and howsoever caused.

(c) Buyer is not required to return pallets or disposable tote bags used in the shipment and transport of the CBD Raw and Seller is not required to dispose of or accept the return of same.

(d) Buyer shall be required to ensure that it has sufficient equipment and personnel to accept and unload the CBD Raw shipment at the Delivery Place. Buyer shall be responsible for any demurrage charges that are incurred by Seller in relation to the CBD Raw shipment.

(e) Notwithstanding that Delivery has occurred, Seller shall continue to have a lien and registerable secured interest against the delivered CBD Raw, or if the CBD Raw has been comingled with other products or substances, or has been otherwise processed, a general security interest against Buyer's present and after-acquired property in the same value as established under the Purchase Order, until payment as required under the Purchase Order is paid to Seller.

(f) Subject to the terms of the Purchase Order and applicable laws, upon Delivery, Buyer will have the exclusive right to use and process the CBD Raw however it deems fit in its sole and absolute discretion, including processing the CBD Raw and selling the derivative products of the CBD Raw to any third-party purchaser, under any brand that Buyer may determine from time to time. Notwithstanding the foregoing, Buyer shall not resell, to any third party, the CBD Raw in the same or substantially similar form in which the CBD Raw is sold by the Seller to the Buyer.

9. Force Majeure:

(a) Neither Party will incur any liability to the other by reason of failure or delay in fulfilling its obligations (except with respect to payment for CBD Raw provided under this Purchase Order) where such failure or delay is beyond the reasonable control of the party affected ("Affected Party") and is caused by or results from acts of God, floods, fires, explosions, strike, lockouts, cessation, slowdown or stoppage of labour, sabotage, riots, war, enemy action, laws, regulations, rulings or acts of any governmental body or authority, inability to obtain raw materials or labor, failure of equipment, storage, loading facilities, interruption or unavailability of transportation, failure of third party machinery due to accident or breakage, governmental restriction or prohibition of exports or imports, governmental seizure or expropriation, the inability of Seller's Facility to produce or deliver ordered quantities of CBD Raw, or the inability or failure of a Seller-grower of industrial hemp to produce or deliver, either wholly or partially, the required quantities of industrial hemp, or any other cause, whether of the same type or nature to the foregoing or not, beyond

the reasonable control of the Affected Party and that would have a material impact on the Affected Party to perform its obligations (collectively called "Force Majeure"). A party's financial inability to perform will not excuse that party's failure to perform its obligations under the Purchase Order and will not constitute a Force Majeure event.

(b) The Affected Party shall promptly provide notice to the other party ("Notice") of the Force Majeure event explaining in detail the full particulars of the Force Majeure event and the expected duration thereof. The Affected Party may elect to suspend performance of all or any portion of its obligations to the other Party for such time as may be reasonably necessary under the circumstances and shall use its commercially reasonable efforts to remedy the Force Majeure event and consequences thereof. At the end of a Force Majeure Event, either Party may, at its option, choose to terminate any orders that have not been delivered to the Buyer (a "Terminated Order"), in which case neither Party will have any further obligations with respect to the Terminated Order, provided the termination will only apply to the portion of the CBD Raw that was ordered and that has not yet been prepared for shipping or that has already been shipped. The Purchase Order shall be deemed to be reduced by the amount of the Terminated Orders.

10. No Warranties:

(a) Seller does not warrant or guarantee the actual CBD content of any CBD Raw.

(b) Seller is providing no warranties for CBD Raw in relation to merchantability or fitness for any particular purpose.

(c) Buyer assumes all risk and liability for any loss, damage, injury or damage to persons or property arising out of its use or processing of CBD Raw or incorporation or comingling of CBD Raw into any products.

(d) Without limiting the generality of the foregoing, Seller is not making any statements or representations as to the use, application, or otherwise representing CBD Raw as a natural health product or for use in the diagnosis, treatment, mitigation or prevention of a disease, disorder or abnormal physical state, or its symptoms, in human beings or animals, or for restoring, correcting or modifying organic functions in humans or animals.

(e) Buyer is familiar with the characteristics, qualities and uses or potential uses of CBD Raw, has come to its own conclusions on same, and is not relying on Seller's skill or judgment regarding the suitability of CBD Raw for any purpose.

11. Remedies, Default and Termination: If Buyer defaults in the payment of any amount for a period of ten days beyond the due date of such payment, Seller shall, in its sole discretion, be entitled to take one or more of the following steps:

- i. stop any CBD Raw in transit;
- ii. defer any further deliveries or require cash in advance of any Delivery until Seller has been satisfied, in its sole discretion, of Buyer's ability to pay or of its creditworthiness;
- iii. charge interest at the rate of 18% per annum, calculated daily, on any amounts owing from the due date of the invoice;
- iv. terminate the Purchase Order with immediate effect; and/or,
- v. seize any CBD Raw that has not yet been comingled or processed by Seller;
- vi. register and enforce the security interest and/or the monetary amount thereof; and,
- vii. recover all costs resulting from non-payment, including interest and full legal costs on a solicitor and own client basis.

12. Indemnification: Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries, and their respective former and current shareholders, directors, officers, employees, servants and agents of each of them (collectively, "Seller Indemnified Parties") from and against any and all actions or causes of action, claims, suits, demands, liabilities, penalties, fines losses, damages, sums, costs or expenses of whatever kind or nature, including legal fees (on a solicitor-client basis), which Seller may suffer or incur arising out of, related to, or in any way connected with:

- i. the presence of, touring or engaging in other activity by Buyer, its affiliates, and their respective employees, subcontractors, agents, representatives or any other person under the control of or acting on behalf of Buyer (collectively, "Buyer Group") at Seller's operational locations; and,
- ii. Buyer Group's use, handling, possession, ownership, storage, transportation, disposal, sale or other use of any supplied CBD Raw;

13. Limitations of Liability:

- (a) Notwithstanding any other provision contained herein, Seller Indemnified Parties' maximum liability to Buyer Group on any claim or claims (whether related or separate) of any kind for any loss or damage arising out of or in connection with or resulting from the Purchase Order, and transactions contemplated herein, shall be limited to the lesser of:
 - a. available insurance proceeds that cover such losses, or,
 - b. the CBD price of the most recent CBD shipment that achieved Delivery.
- (b) Notwithstanding any other provision of the Purchase Order, neither party will be liable to the other or their respective affiliates, employees, directors, officers, growers or suppliers, for any indirect, incidental, special, economic or consequential damages that may be suffered or incurred by the other, including but not limited to costs or claims arising from third party contracts, down time, lost production time, lost profits, lost earnings or business interruption.
- (c) The limitations of liability contained herein shall apply regardless of the theory of liability under which such liability arises, including without limitation, negligence and breach of contract, and shall survive completion or the termination of the Purchase Order for any reason.

14. Dispute Resolution:

- (a) In the event of any dispute, disagreement on interpretation, claims or potential actions arising from or related to this Purchase Order (a "Dispute"), the party initiating the Dispute shall give notice in writing to the other party of the existence of a Dispute and the parties shall attempt in good faith to resolve any Dispute promptly by negotiations between senior level representatives of each party with authority to settle such matters. The party receiving the notice of the Dispute shall also provide a written response to the other within fifteen days setting out the responding party's position on the Dispute. Neither party will commence any enforcement steps by way of courts or arbitration until after negotiations have been ongoing for at least a forty-five day period after the notice of a Dispute.
- (b) Notwithstanding the above, at any time, either party may seek injunctive or equitable relief to protect against irreparable harm that could be caused by the issues giving rise to the Dispute, including the right of Seller to seize any CBD Raw that has not transferred title to Buyer in accordance with the Purchase Order.

15. Confidentiality: The Parties agree that the contents hereof, all offers, prices, discounts, transactions, financial information and business operations of each party, and other information exchanged under or pursuant to the Purchase Order is confidential and, except as required by law, all information shall be kept strictly confidential and shall not be disclosed to any other person or company without the prior written consent of the other Party.

16. Disclosure of Information: Seller and Buyer shall be at liberty to collect, use and disseminate any information required by any authorities having jurisdiction to request such information, provided that the disclosing party shall provide reasonable notice to the other of when and what information is to be submitted before submitting such information.

17. Notice: Any notice required or allowed in relation to Sections: 2, 6(f), 7(b), 9, 14 and 16 shall be given in writing to the other party and delivered to the contact information below to be a valid notice under the Purchase Order:

To Seller:

1930, 150 – 9th Avenue SW
Calgary, Alberta T2P 3H9
Attn: Chief Financial Officer
Email: brett@truenorthcannabis.com

To Buyer:

Address: 365 St - Sean, Suite 122
Longueuil, QC J4H 2X7

Attn: interim CEO

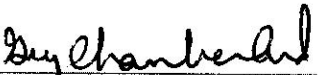
Email: Guy@tetraBioPharma.com

or to different contact information subsequently designated by either party to the other in writing.

18. **Taxes:** Any value-added tax, assessment, duty, excise fee, or other governmental charge applicable to the CBD Raw (an "Applicable Tax") shall be added to the CBD Price on each invoice and shall be paid by Buyer. If Buyer or the transactions hereunder are exempt from any Applicable Tax, Buyer will provide Seller such certificates of exemption and other information Seller may reasonably request and Buyer agrees that, until it does so, Seller will not be required to recognize any such exemption. The parties shall cooperate as is reasonably requested and necessary to facilitate the filing of any returns for the Applicable Tax described herein. The party paying the Applicable Tax will be entitled to any rebate of same.
19. **Compliance with Applicable Laws:** Buyer and Seller shall comply with the relevant provisions of any national, state, federal, provincial and municipal laws and regulations that are applicable to each party's respective business, operations and to the transactions contemplated in the Purchase Order. Seller has, or will have on or before the first CBD Raw Shipment Date, a license from Health Canada or other authority having jurisdiction that allows it to cultivate, possess, transport and sell industrial hemp to other business entities that are licensed to purchase industrial hemp. Buyer has, or will have on or before the first Shipping Date, a license from Health Canada or other authority having jurisdiction that allows it to purchase CBD Raw from Seller. Buyer and Seller shall provide proof of their respective licenses within five business days of a request from the other party. *The Purchase Order and the rights and responsibilities herein are subject to applicable laws allowing for such transactions to occur on or before October 17, 2018, or on a different date as mutually agreed upon in writing by the parties.*
20. **Governing Law:** The Purchase Order and transactions arising hereunder shall be governed by the laws of the Province of Alberta and the parties attorn to the exclusive jurisdiction of the courts of Alberta and any court proceedings shall take place in Calgary, Alberta.
21. **Entire Agreement:** The terms set out in the Purchase Order, including Schedule A: Pricing Schedule, constitutes the entire agreement between the parties in relation to the purchase and sale of CBD Raw and neither party is providing any representations, warranties or collateral agreements of any kind, express or implied, that are not expressly set out in the Purchase Order. The Purchase Order cancels and supersedes all prior understandings and agreements in relation to the transactions contemplated herein. No modification, addition or deletion of this Purchase Order will be applicable unless expressly agreed to by both parties in writing.
22. **Miscellaneous:**

- (a) The provisions of the Purchase Order are severable, and if any one or more provisions contained herein are found to be judicially unenforceable, in whole or part, the remaining provisions shall nevertheless be binding and enforceable.
- (b) Except as otherwise expressly stated, the remedies contained in the Purchase Order are cumulative and in addition to any other remedy provided by law. The failure of either Party to insist on strict performance of any provision herein, or to take advantage of any right hereunder, shall not be construed as a waiver of such provision or right.
- (c) Seller shall have the right to apply any monies due from Buyer under any contract between the Seller and Buyer toward the payment of any sums which Buyer may now or hereafter owe to Seller (or any of its affiliates) under any agreement. In addition, in the event that Buyer defaults in payment due to Seller, Seller shall have the right to withhold any unpaid sums due by Seller (or any of its affiliates) to Buyer under any contract with Buyer.
- (d) This Purchase Order may be executed in pdf and in counterpart.

[Signatures Follow]

Pure Prairie Hemp Corp. Per.:  Name & Title: Brett Halvorson Chief Financial Officer <i>I have authority to bind the corporation to this Purchase Order.</i>	Buyer: Tetra BioPharma Inc Per.:  Name & Title: Guy Chamberland Interim CEO & CSO <i>I have authority to bind the corporation to this Purchase Order.</i>
---	---

Schedule "A": Pricing Schedule

<i>CBD Raw Pricing Schedule</i>					
<i>all prices in Canadian dollars</i>					
Percent pure in CBD Raw	Price per mg of pure CBD	Price per gram of pure CBD	mg of pure CBD per gram of CBD Raw	Price per gram of CBD raw	Price per pound of CBD raw
20%	0.008	8.00	200	1.60	726
19%	0.008	8.00	190	1.52	690
18%	0.008	8.00	180	1.44	654
17%	0.008	8.00	170	1.36	617
16%	0.008	8.00	160	1.28	581
15%	0.008	8.00	150	1.20	545
14%	0.008	8.00	140	1.12	508
13%	0.008	8.00	130	1.04	472
12%	0.008	8.00	120	0.96	436
11%	0.008	8.00	110	0.88	400
10%	0.008	8.00	100	0.80	363
9%	0.008	8.00	90	0.72	327
8%	0.008	8.00	80	0.64	291
7%	0.008	8.00	70	0.56	254
6%	0.008	8.00	60	0.48	218
5%	0.008	8.00	50	0.40	182
4%	0.008	8.00	40	0.32	145
3%	0.008	8.00	30	0.24	109
2%	0.008	8.00	20	0.16	73
1%	0.008	8.00	10	0.08	36