

PURCHASE AND SALE AGREEMENT

61614 Yale Road, Hope, BC

THIS AGREEMENT dated for reference February 27, 2025.

BETWEEN: RUBICON ORGANICS INC. AND/OR ASSIGNEE
1200 Waterfront Centre
200 Burrard Street, P.O. BOX 48600
Vancouver, BC V7X 1T2

(the “**Purchaser**”)

OF THE FIRST PART

AND: MEDIPHARM LABS INC.
151 John Street
Barrie, ON L4N 2L1

(the “**Vendor**”)

OF THE SECOND PART

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

ARTICLE 1 - DEFINITIONS

1.1 Definitions. In this Agreement:

- (a) “**Buildings**” means the building, improvements, structures, fixtures, appurtenances and attachments to the Lands, including all mechanical systems;
- (b) “**Business Day**” means any day of the year except Saturdays, Sundays or other days when Canadian Chartered Banks are closed in the Province of British Columbia;
- (c) “**District**” means the District of Hope;
- (d) “**Closing Date**” means the first Business Day that is fourteen days following the Purchaser’s Condition Waiver Date;
- (e) “**Delivery Date**” means the date that is five (5) Business Days following the date of execution and delivery of this Agreement by both parties hereto;
- (f) “**Deposit**” means the Initial (refundable) Deposit and the Second (non-refundable) Deposit. For greater certainty the Initial Deposit will become non-refundable upon the Vendor’s receipt of the Purchaser’s Condition Waiver;
- (g) “**Initial Deposit**” means the refundable sum of **One Hundred Thousand Dollars (\$100,000.00)**;

- (h) **"Second Deposit"** means the additional sum of **Three Hundred Thousand Dollars (\$300,000.00)**;
- (i) **"Lands"** means the lands and premises described in Part 1 of Schedule "A" hereto;
- (j) **"LTO"** means the Land Title Office;
- (k) **"Permitted Encumbrances"** means the notations and charges, liens and interests set forth in Part 2 of Schedule "A" hereto;
- (l) **"Property"** means collectively, the Lands and Buildings;
- (m) **"License"** means the Health Canada license number LIC-ZJB47NJ1YZ-2022
- (n) **"Purchase Price"** means **Four Million Five Hundred Thousand Dollars (\$4,500,000.00)**;
- (o) **"Purchased Assets"** means:
 - (i) the Property;
 - (ii) the Buildings;
 - (iii) the chattels, equipment, machinery as listed in Schedule "B" including all those on site as of the date of execution of this Purchase and Sale Agreement attached hereto;
- (p) **"Purchaser's Condition Waiver Date"** means sixty (60) days after full execution of the Purchase and Sale Agreement;
- (q) **"Purchaser's Condition Waiver Notices"** has the meaning ascribed to it in Section 3.3;
- (r) **"Purchaser's Solicitors"** means those solicitors to be selected by the Purchaser to act on its behalf;
- (s) **"Statutory Authority"** means any means any government or regulatory authority, agency, body, commission, board, court, department, ministry or official or other authority having jurisdiction over the Property;
- (t) **"Transfer"** means a transfer in the form prescribed by the Land Title Act (B.C.) conveying the Property to the Purchaser;
- (u) **"License Transfer Period"** means the terms during the period of time where the Purchaser receives regulatory approval to assume License LIC-ZJB47NJ1YZ-2022 as outlined on Schedule "C";
- (v) **"Vendor's Materials"** means all written information in the Vendor's possession relating to the Property, as outlined in Section 4.1; and
- (w) **"Vendor's Solicitors"** means those solicitors to be selected by the Vendor to act on its behalf.

ARTICLE 2 - PURCHASE AND SALE, PURCHASE PRICE AND DEPOSIT

2.1 **Agreement of Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, and the Purchaser agrees to purchase the Purchased Assets for the Purchase Price on the Closing Date free and clear of all encumbrances other than Permitted Encumbrances.

2.2 **Payment of Purchase Price.** The Purchase Price for the Purchased Assets shall be paid by the Purchaser as follows:

- (a) by way of the refundable Initial Deposit paid by way of certified cheque, bank draft or wire transfer to Avison Young Commercial Real Estate Services, LP, in trust, not later than 5:00 p.m. on or before the third business day following the day this Purchase and Sale Agreement is executed by both parties;
- (b) by way of the non-refundable Second Deposit paid by way of certified cheque, bank draft or wire transfer to Avison Young Commercial Real Estate Services, LP, in trust, not later than 5:00 p.m. on or before the third business day following the day the Purchaser's Conditions Precedent in Section 3.1 is satisfied or waived by the Purchaser;
- (c) the balance of the Purchase Price, as adjusted in accordance with Article 8, shall be paid to the Vendor's Solicitors on the Closing Date as provided in Article 10.

2.3 **Deposit.** The Deposit will be held in an interest bearing trust account by Avison Young, with a Canadian chartered bank forthwith following receipt thereof. Avison Young will pay the Deposit only as set out in this Agreement or as directed in writing by both the Vendor and the Purchaser or their respective solicitors or as directed by a court of competent jurisdiction. The Vendor and the Purchaser agree that the Deposit (or portion thereof then held by Avison Young) will be paid as follows:

- (a) If the Purchaser fails to notify the Vendor, in writing that the Purchaser's Conditions Precedent have been satisfied or waived within the time specified, or by such time as may be subsequently agreed, then this Agreement will become null and void and the Initial Deposit with accrued interest will be returned in its entirety to the Purchaser, except as herein provided;
- (b) If all of the Purchaser's Conditions Precedent are satisfied or waived in the manner and within the respective times provided in this Agreement, then the Deposit shall be paid by Avison Young to the Vendor's Solicitors directly and on the Closing Date, the Deposit shall be credited towards the Purchase Price;
- (c) If the Purchaser is not in material default of any of its obligations under this Agreement and the Vendor fails to complete the sale of the Property in accordance with this Agreement, then the Deposit with accrued interest, shall be immediately refunded to the Purchaser's solicitors upon demand by the Purchaser or the Purchaser's solicitors, but without prejudice to any other rights and remedies which the Purchaser may have at law or in equity;
- (d) If the Vendor is not in material default of any of its obligations under this Agreement and the Purchaser fails to complete the sale of the Property in accordance with this Agreement, then the Deposit, shall be immediately forfeited to the Vendor's solicitor upon demand by the Vendor or the Vendor's solicitors, but without prejudice to any other rights and remedies which the Vendor may have at law or in equity.

ARTICLE 3 - CONDITIONS

3.1 **Purchaser's Conditions Precedent.** The Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to the following conditions precedent which the Purchaser may, in its sole and absolute discretion, waive or cancel:

- (a) the Purchaser being satisfied, in its sole and absolute discretion, with all matters relating to the Property and this Agreement including, without limitation, the physical and environmental condition of the Property, all reports, studies, investigations and examinations of the Property, and all charges and encumbrances relating to the Property;
- (b) the Purchaser reviewing and being satisfied with the Vendor's Materials;
- (c) the Purchaser receiving a financing commitment and approving the results in its sole discretion; and
- (d) the Purchaser confirming and being satisfied with the process and timing of the License Transfer Period for the successful transfer of the License; and
- (e) the Purchaser's Board of Directors having approved, in such board's sole and absolute discretion, with all aspects of the purchase and sale of the Property as set out in this Agreement;

(collectively the "Purchaser's Conditions Precedent")

The Purchaser's Conditions Precedent is for the sole benefit of the Purchaser. The Purchaser has the exclusive right to waive the Purchaser's Conditions Precedent in its sole discretion by the Purchaser's Condition Waiver Date and to proceed with the transaction contemplated herein.

Notwithstanding anything else contained herein, if the Purchaser's Conditions Precedent is not waived by the Purchaser by written notice to the Vendor by the Purchaser's Condition Waiver Date, then this Purchase and Sale Agreement will terminate and be of no further force or effect.

3.2 **Waiver.** The Purchaser's Conditions Precedent in Section 3.1 are for the sole benefit of the Purchaser and may be waived by it on or before the dates stated therein.

3.3 **Notice.** The Purchaser shall advise the Vendor in writing of satisfaction or waiver of the Purchaser's Conditions Precedent in Section 3.1 ("**Purchaser's Condition Waiver Notices**").

3.4 **Consideration for Purchaser's Conditions Precedent.** In consideration of Canadian \$10.00 non-refundable paid by the Purchaser to the Vendor, the Vendor agrees not to revoke its acceptance of the Purchaser's offer contained herein while this Agreement remains subject to the Purchaser's Conditions Precedent.

ARTICLE 4 – DOCUMENTS, INSPECTION AND ENVIRONMENTAL

4.1 **Documents.** If in the Vendor's possession, the Vendor will deliver the Vendor's Materials to the Purchaser, by the Delivery Date, including the following:

- (a) A true copy of the property tax assessments and property tax bills for the last two (2) years related to the Property;

- (b) All architectural, structural, electrical, mechanical and other plans, drawings and reports pertaining to the Property;
- (c) All copies of reports relating to the roof and the HVAC system;
- (d) All copies of licenses, permits, approvals and inspection reports pertaining to the Property, including Health Canada licensing;
- (e) All copies of insurance certificates associated with the Property, including flood and property insurance;
- (f) All land, environmental, civil, geotechnical, appraisal and other surveys and reports, pertaining to the Property;
- (g) A copy of the most recent third-party appraisal by a certified appraiser;
- (h) Using commercially reasonable efforts, a true copy and list of all chattels, equipment, machinery and other commercially relevant personal property reasonably used in the operation of the Property as a cannabis cultivation facility. The Purchaser and Vendor acknowledge this is as is, where is sale and all chattels and equipment as seen by the Purchaser during their initial site tour are included as Purchased Assets, a non-conclusive list of which is accessible in the Vendors online data room;
- (i) All copies of any guarantees and warranties to which the Vendor has the benefit with respect to the Building and any equipment and machinery therein;
- (j) Correspondence of a material nature with the District of Hope for the last two (2) years related to the Property;
- (k) True and complete copies of expense statements pertaining to the operation of the Property for the last two (2) years, including all service contracts, maintenance contracts and other contracts pertaining to the operation of the Property; and
- (l) Any additional information the Purchaser or the Purchaser's Solicitors should reasonably request.

4.2 **Inspection.** The Purchaser and its advisors shall be entitled upon not less than 24 hour's notice to the Vendor to enter the Property for the purpose of carrying out reasonable tests, inspections, surveys and studies of the Property. The Purchaser shall indemnify the Vendor and its directors and officers, affiliates, subsidiaries, associates and agents against any and all liabilities, damages, liens, expenses, losses, costs and actions arising out of access to the Property by the Purchaser or its advisors prior to the Closing Date. The Purchaser covenants to repair any damage to the Property arising from such access and investigations on the Property. This covenant of indemnity and repair shall survive any termination of this Agreement. The Vendor shall be entitled to have its consultants attend with the Purchaser or its representatives at the time of such tests, inspections, surveys or studies.

4.3 **Inquiries of Statutory Authorities.** The Vendor shall authorize upon request all Statutory Authorities and any person to disclose to the Purchaser such information in connection with the Purchased Assets as may be reasonably required by the Purchaser or, upon request, shall obtain such information at the cost of the Purchaser. Furthermore, the Vendor will authorize the Purchaser or the Purchaser's agents to act on the Vendor's behalf at the municipality.

4.4 **Site Profile.** The Purchaser hereby waives, to the extent permitted by law, any requirement for the Vendor to obtain or provide to the Purchaser a "site profile" or any other environmental report for the Property under the Environmental Management Act of British Columbia or any regulation in respect thereto.

4.5 **Authorizations.** In the event that the Purchaser waives all Purchaser's Conditions Precedent, the Vendor hereby authorizes the Purchaser to have access to the Property with not less than 24 hour's notice to the Vendor, and make applications of all development, rezoning, building or related approvals on the Vendor's behalf. The Vendor agrees to cooperate fully with the Purchaser in applying for, consenting to and obtaining all approvals required from all government authorities in order to develop the Property. The Purchaser shall be responsible for paying for all costs commissioned and authorized by the Vendor in respect to feasibility, planning, engineering, survey, soil testing, and any applications and any other cost pertaining to the development of the Property. The Purchaser is responsible for restoring the Property to its original condition after each test/inspection has been completed.

ARTICLE 5- REPRESENTATIONS AND WARRANTIES

5.1 **Vendor's Representations and Warranties.** Regardless of any independent investigations that the Purchaser may cause to be made, the Vendor represents and warrants that:

- (a) The Vendor is the legal and beneficial owner of the Property;
- (b) the Vendor has, and will transfer to the Purchaser on the Closing Date, good and marketable title legal and beneficial to the Purchased Assets free and clear of all charges, liens and interest, except for Permitted Encumbrances;
- (c) to the best of the Vendor's knowledge, the Property is not subject to any outstanding municipal work orders, fire up-grading requirements, health orders or other notices of building deficiencies from any applicable Statutory Authority;
- (d) there are no lease agreements affecting the Property; and
- (e) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act*;

5.2 **Environmental.** To the best of the Vendor's knowledge, without having made any other inquiries, the Property is free of any asbestos, urea formaldehyde foam insulation, pollutants, contaminants, underground or aboveground tanks, deleterious substances, dangerous substances or goods or any other such substance which is now or hereafter regulated under any laws, statutes, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Property and which relate to the environment, health, occupational health and safety, product liability or transportation of dangerous goods (collectively the "Contaminants").

5.3 **Survival of Representations and Warranties.** The representations and warranties of both parties contained in this Agreement shall expire twelve (12) months after the Closing Date.

ARTICLE 6 - GENERAL COVENANTS

6.1 **Covenants of the Vendor.** The Vendor covenants and agrees that:

- (a) from and after the date of this Agreement to the Closing Date, it will upkeep, maintain and repair the Property in its present, vacant, condition, reasonable wear and tear excepted, and will operate the Property in the same manner as it currently does;

- (b) it will maintain in full force and effect the current insurance coverage it now maintains in respect of the Property until the Closing Date;
- (c) it will not during the period from the date of execution and delivery of this Agreement by both parties hereto, enter into any new agreement to lease or tenancy agreement or any modification of the Permitted Encumbrances, unless reasonably required to maintain the Purchased Assets. In the event of such, the Vendor will notify the Purchaser in writing of such agreement or modifications, as applicable;
- (d) it will not during the period from the date of execution and delivery of this Agreement by both parties hereto, modify or amend any agreement to lease or tenancy agreement or any modification of the Permitted Encumbrances, unless reasonably required to maintain the Purchased Assets. In the event of such, the Vendor will notify the Purchaser in writing of such agreement or modification, as applicable;
- (e) it will not during the period from the date of execution and delivery of this Agreement by both parties hereto, enter into any new service agreements. In the event of such, the Vendor will provide written notice to the Purchaser for approval and such approval shall not be unreasonably withheld by the Purchaser; and
- (f) it will not during the period from the date of execution and delivery of this Agreement by both parties hereto, modify or amend any existing service agreements. In the event of such, the Vendor will provide written notice to the Purchaser for approval and such approval shall not be unreasonably withheld by the Purchaser.

ARTICLE 7 - RISK

7.1 **Risk.** The Property shall be at the risk of the Vendor until completion of closing on the Closing Date and the proceeds of any insurance policy relating to the Property shall be held in trust by the Vendor and assigned to the Purchaser with the completion on the Closing Date.

ARTICLE 8 - ADJUSTMENTS AND RELATED MATTERS

8.1 **Adjustments.** The Purchaser will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Closing Date.

ARTICLE 9 - POSSESSION

9.1 **Possession Date.** The Purchaser shall have possession of the Purchased Assets as of the Closing Date subject to the Permitted Encumbrances.

ARTICLE 10 - CLOSING

10.1 **Closing.** The closing of the purchase and sale of the Purchased Assets shall commence at 10:00 a.m. on the Closing Date in the offices of the Vendor's Solicitors.

10.2 **Vendor's Closing Documents.** On or before the Closing Date, the Vendor will deliver to the Vendor's Solicitors in trust to be held in escrow as hereinafter provided the following duly executed as appropriate:

- (a) a Transfer;

- (b) a statement of adjustments;
 - (c) a statutory declaration by an authorized officer of the Vendor that the Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
 - (d) all keys to the Property that the Vendor has in its possession or control;
 - (e) all passwords and access to all internal and automated systems of the Purchased Assets;
 - (f) a certificate dated the Closing Date of the Vendor, executed by an authorized signatory of the Vendor, having knowledge of the facts certifying that the representations and warranties set out in section 5.1 and 5.2 are true and correct as at the Closing Date and that the Vendor's covenants and agreements to be observed or performed on or before the Closing Date pursuant to the terms of this Agreement have been duly observed and performed in all material respects, with particulars of any applicable exceptions; and
- (a) and such other documents as the Purchaser's Solicitor's may reasonably require as additional closing documents to complete the purchase and sale of the Purchased Assets as contemplated in this Agreement.

10.3 **Purchaser's Closing Documents.** On or before the Closing Date, the Purchaser will duly execute as appropriate and deliver to the Vendor's Solicitors in escrow as hereinafter provided the following:

- (a) a GST Certificate confirming the Purchaser's status as a GST registrant; and
- (b) any such other documents as the Vendor's Solicitor's may reasonably require as additional closing documents to complete the sale of the Purchased Assets as contemplated in this Agreement.

on or before the Closing Date, the Purchaser will deliver to the Purchaser's Solicitors in trust funds in an amount equal to the adjusted Purchase Price due to the Vendor on the Closing Date.

10.4 **Preparation and Form of Documents.** The closing documents contemplated in sections 10.2 and 10.3 will be prepared by the Purchaser's Solicitors (to the extent that preparation is required) and delivered to the Vendor's Solicitors for approval at least Three (3) business days prior to the Closing Date. All documents referred to in sections 10.2 and 10.3 shall be in form and substance reasonably satisfactory to the solicitors for both parties.

10.5 **Closing.** All documents and cheques or bank drafts and other items delivered by the Purchaser and the Vendor, except the Transfer, shall be held in trust by the Purchaser's Solicitors or the Vendor's Solicitor's, as applicable, until the Transfer has been deposited by the Purchaser's Solicitors and accepted for registration in the LTO applicable for the Property and a satisfactory post-submission for registration search has been received showing that title to the Property will be registered in the name of the Purchaser subject only to Permitted Encumbrances and any encumbrances granted by or claimed through the Purchaser at which time all documents and monies will be released by the Vendor's Solicitors and the Purchaser's Solicitors to the appropriate parties. It will be a condition of the closing that all matters of payment, execution and delivery of documents by each party to the other and the registration and indexing of documents in the LTO, all pursuant to the terms hereof, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the closing until everything required as a condition precedent at the closing has been paid, executed and delivered and until the Transfer has been submitted for registration as contemplated herein.

10.6 The Purchaser acknowledges and agrees that if the Vendors' title to the Property is subject to any financial encumbrance which are required to be discharged by the Vendors, the Vendors will not be required to clear title prior to the receipt of the net sale proceeds but will be obligated to do so within a reasonable time, not exceeding sixty (60) days, following closing and the Purchaser will pay or cause its solicitors to pay the net sale proceeds to the Vendors' Solicitors in trust on their undertaking to discharge any such financial encumbrance.

ARTICLE 11 - MISCELLANEOUS

11.1 **Further Assurances.** Each of the parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

11.2 **Entire Agreement.** This Agreement including schedules, constitutes the entire agreement between the Vendor and the Purchaser pertaining to the purchase and sale of the Purchased Assets and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no warranties, representations, covenants or agreements between the Vendor and Purchaser except as set forth herein.

11.3 **Amendments.** This Agreement shall not be amended except in a written agreement executed by both the Purchaser and the Vendor and stated to be an amendment of this Agreement

11.4 **Severability.** If any term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.5 **Notices.** Any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or telecopied to the party to which it is to be given as follows:

To the Purchaser:

RUBICON ORGANICS INC. AND/OR ASSIGNEE

1200 Waterfront Centre

200 Burrard Street, P.O. BOX 48600

Vancouver, BC V7X 1T2

c/o Garth White Personal Real Estate Corporation

With a copy to the Purchaser's Solicitors

To the Vendor:

MEDIPHARM LABS INC.

151 John Street

Barrie, ON L4N 2L1

c/o Bianca Gilbert Personal Real Estate Corporation

With a copy to the Vendor's Solicitors

or to such other address in Canada as either party may advise in writing. Any notice, document or communication will be deemed to have been given on the business day when delivered or when transmitted with confirmation of transmission by telecopier if done so on or before 3:00 p.m. Vancouver time and if after such time the business day next following.

11.6 **Fees.** Each of the parties will pay its own legal fees and fees of its consultants. The Purchaser shall pay all registration costs, property transfer tax and social services tax payable in connection with its purchase of the Purchased Assets.

11.7 **GST.** It is acknowledged and agreed by the Vendor and the Purchaser that the Purchase Price does not include goods and services tax. The Purchaser is (or will be on the Closing Date) a registrant under the Excise Tax Act and shall pay to Canada Customs and Revenue Agency pursuant to the Excise Tax Act, or account for all GST payable in respect of the sale and purchase of the Purchased Assets pursuant to this Agreement and shall provide to the Vendor on closing a certificate in form acceptable to the Vendor's Solicitors, acting reasonably, in order to release the Vendor from its obligation to collect and remit any goods and services tax with respect to this transaction.

11.8 **Time.** Time shall be of the essence of this Agreement.

11.9 **Tender.** Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered only by certified cheque, certified solicitor's trust cheque or bank draft.

11.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

11.11 **Assignment.** The Purchaser may assign the Purchase and Sale Agreement to any entity which has one or more directors in common with the Purchaser or, in the case of a limited partnership, has as its general partner a corporation which has one or more directors in common with the Purchaser, without cost or penalty to the Purchaser. The Purchaser may not assign its rights under this Agreement to an unrelated third party without the prior written consent of the Vendor, which consent shall not be unreasonably withheld or delayed. The Vendor is entitled to any profit resulting from an assignment of this Agreement by the Purchaser to an unrelated third party (the "Assignment Restriction").

11.12 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.13 **Currency.** All dollar amounts referred to are Canadian dollars.

11.14 **Counterparts.** This Agreement may be executed in counterparts and, when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts when taken together shall constitute one and the same agreement.

11.15 **Facsimile Execution.** This Agreement may be executed by the parties and transmitted by telecopy and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed an original Agreement.

11.16 **Public Announcements.** The Vendor and Purchaser will not make any public announcement or statement with respect to this Purchase and Sale Agreement or the transaction contemplated hereby without the mutual consent of the Vendor and Purchaser, such consent not to be unreasonably withheld. The Purchaser acknowledges the Vendor is a public company and is subject to

public disclosure requirements for the purchase and sale of the Buildings. This Section 11.16 shall survive and not merge on Closing.

11.17 **Commissions.** It is acknowledged and agreed by the Vendor and the Purchaser that the Vendor will be solely responsible for all real estate commissions payable in respect of this transaction. In accordance with the BC Financial Services Authority, Garth White Personal Real Estate Corporation of Avison Young Commercial Real Estate Services, LP; DBA Avison Young has disclosed that they are acting for the Purchaser in this transaction and Bianca Gilbert Personal Real Estate Corporation of CBRE Limited; DBA CBRE has disclosed that they are acting for the Vendor in this transaction (the "Agents"). The Vendor agrees that by accepting this offer that it has agreed to pay the Purchaser's Agent 1.00% of the final Purchase Price, plus applicable taxes. Said commissions shall be deemed earned upon Completion and will be due and payable upon the scheduled Closing Date and may be deducted from the deposit at that time, any balance due to the Agent will be forwarded by the conveyancing solicitor, such monies constituting an assignment of the sale proceeds for the amount thereof of the sale of the Property from the Vendor to the Purchaser by way of either an asset sale, assignment or share purchase arrangement.

11.18 **Acceptance.** This Agreement is open for Acceptance until 12:00pm (PST) on February 28, 2025 and thereafter if not accepted, it shall be rendered null and void.

IN WITNESS WHEREOF this Agreement has been executed on February 26, 2025.

PURCHASER:

RUBICON ORGANICS INC. AND/OR ASSIGNEE

(s) Margaret Brodie

Authorized Signatory

Margaret Brodie

Name

IN WITNESS WHEREOF this Agreement has been executed on February 27, 2025.

VENDOR:

MEDIPHARM LABS INC.

(s) David Pidduck

Authorized Signatory

David Pidduck

Name

SCHEDULE A

LEGAL DESCRIPTION AND PERMITTED ENCUMBRANCES

[Schedule has been intentionally redacted as commercially sensitive information]

SCHEDULE B

CHATELS, EQUIPMENT, MACHINERY

[Schedule has been intentionally redacted as commercially sensitive information]

SCHEDULE C

LICENCE TRANSFER PERIOD

[Schedule has been intentionally redacted as commercially sensitive information]