Execution Copy

ASSET PURCHASE AGREEMENT

BY AND AMONG

KADENWOOD, INC. (“PURCHASER”)

450 NEWPORT CENTER DR. SUITE 550
NEWPORT BEACH, CA 92660

AND

PROBULIN PROBIOTICS LLC (“PROBULIN”)
3820 NW 14TH STREET, SUITE A & B
TOPEKA, KS 66618

AND

HEMPFUSION, INC. (“HEMPFUSION”)
1550 LARIMER STREET, SUITE 224
DENVER, CO 80202

AND

AND HEMPFUSION WELLNESS, INC. (“PARENT”)

DATED AS OF NOVEMBER 21, 2022

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

Page

EXHIBITS

1.01(a)	Assignment of Intellectual Property
1.01(b)	Assignment of Leases
1.01(c)	Assignment and Assumption Agreement
1.01(d)	Bill of Sale
1.01(e)	Shared Services Agreement
2.03(d)	Allocation of Purchase Price and Assumed Liabilities

This ASSET PURCHASE AGREEMENT (this "Agreement") dated as of November 21, 2022, is made by and among Kadenwood, Inc., a Delaware corporation (the "Purchaser"), Probulin Probiotics LLC, a Washington limited liability company ("Probulin"), HempFusion, Inc., a Nevada corporation, which is the 100% owner of Probulin ("HempFusion" and, together with Probulin, each a "Seller" and, together, the "Sellers") and HempFusion Wellness, Inc., a British Columbia corporation, which is the 100% owner of HempFusion ("Parent").

WHEREAS, among other businesses that are not the subject of this Agreement, namely CBD products and supplements, the Sellers are engaged in the business of developing and selling probiotic supplement and probiotic consumable products (the "Business"); and

WHEREAS, the Sellers wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Sellers, the Assets (as hereinafter defined) of the Business, including all right, title and interest of the Sellers in and to certain property and assets used in the conduct of the Business, and in connection therewith the Purchaser is willing to assume certain specified liabilities of the Sellers relating thereto, all upon the terms and subject to the conditions set forth herein (the "Acquisition").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. For purposes of this Agreement:

"Action" means any claim (threatened or actual), action, suit, demand, arbitration, inquiry, proceeding or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Ancillary Agreements" means the Bill of Sale, the Assignment of Lease, the Assignment of Intellectual Property, the Shared Service Agreement, the Assumption Agreement, the Mitchell Employment Agreement, and any other agreements, instruments, or documents entered into pursuant to this Agreement.

"Anti-Corruption Laws" means all applicable Laws dealing with bribery or corruption, including, to the extent applicable, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Republic of India's Prevention of Corruption Act, 1988, as amended, and all applicable national and international Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Assignment of Intellectual Property" means the contract by which the Sellers assign Intellectual Property Rights to the Purchaser, executed by the Sellers and the Purchaser on the Closing Date, attached hereto as Exhibit 1.01(a).

"Assignment of Lease" means the contract by which Probulin assigns all of its right, title and interest in and to the Property used for the Business to the Purchaser, executed by Probulin and the Purchaser on the Closing Date, attached hereto as Exhibit 1.01(b).

"Assignment and Assumption Agreement" means the contract by which the Purchaser assumes the Assumed Liabilities and Contractual Agreements of the Business identified therein, executed by the Purchaser and the Sellers on the Closing Date, attached hereto as Exhibit 1.01(c).

"Balance Sheet Date" means August 31, 2022.

"Bill of Sale" means the Bill of Sale and Assignment by which the Sellers assign, transfer and convey all of such Seller's right, title and interest in and to the Assets to the Purchaser and by which Purchaser assumes the Assumed Liabilities, executed by the Purchaser and the Sellers, attached hereto as Exhibit 1.01(d).

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the State of Arizona.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended through the Closing Date.

"Claims" means any and all administrative, regulatory or judicial actions, suits, arbitrations, mediations, demands, demand letters, claims, summons, liens, notices of noncompliance or violation, citations, investigations, proceedings, consent orders or consent agreements.

"Code" means the Internal Revenue Code of 1986, as amended through the Closing Date.

"Confidential Information" means all information relating to trade secrets, processes, patent applications, product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of client and consultant Contracts, operations methods, product development techniques, business acquisition plans, new personnel acquisition plans and all other confidential or proprietary information with respect to the Business.

"Contract" means any contract, agreement, joint venture agreement, partnership agreement, assignment, lease, sublease or other occupancy agreement, license, sublicense, settlement agreement, consent decree, stipulation, promissory note, evidence of indebtedness, loan agreement, indenture, security agreement, loan document, insurance policy, purchase or sales order, permit, or other contract, arrangement, understanding, instrument or commitment (whether written or oral), including any amendments, supplements or modifications thereto.

"control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

"Copyrights" means, with respect to a Person, all of such Person's copyrights, copyright registrations and applications therefor with respect to its works, and all other rights corresponding thereto throughout the world.

"Current Assets" means Receivables, Inventory, prepaid deposits and advances, prepaid expenses and other assets of the Business that are expected to be liquidated or turned into cash in less than one year.

"Current Liabilities" means accounts payable and liabilities of the Business due on demand or to become due within one year to unaffiliated persons and entities, specifically excluding Excluded Liabilities.

"Disclosure Schedule" means the Disclosure Schedule attached hereto, dated as of the date hereof, delivered by the Sellers to the Purchaser in connection with this Agreement.

"Encumbrance" means any security interest, pledge, hypothecation, mortgage, lien (including environmental and Tax liens), violation, charge, lease, license, encumbrance, servient easement, adverse claim, reversion, reverter, preferential arrangement, restrictive covenant, condition or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

"Environment" means surface waters, groundwaters, sediment, soil, subsurface strata and outdoor or indoor ambient air.

"Environmental Claims" means any Claims relating in any way to any Environmental Law or any Environmental Permit, including (a) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (b) any and all Claims by any Person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the Environment.

"Environmental Laws" means all Laws, now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the Environment, health, safety, natural resources or Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; and the Federal Food, Drug and Cosmetic Act, 21 U.S.C.

§ 301 et seq. the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act, of 1970, as amended, 19 U.S.C. §§ 651 et seq.; the European Union's Registration, Evaluation, Authorization and Restriction of Chemicals regulation; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; and all equivalent Laws of other jurisdictions, including all regulations, rules, and requirements thereunder.

"Environmental Permits" means all permits, approvals, identification numbers, licenses and other authorizations required under or issued pursuant to any applicable Environmental Law.

"Food and Supplement Regulations" means all federal and state Laws, rules and regulations governing the development, manufacture and sale by the Business of dietary supplements and food, including but not limited to the US Federal Food, Drug and Cosmetic Act and regulations promulgated by the FDA under the authority thereof.

"Governmental Authority" means any United States or non-United States federal, national, supranational, state, provincial, local, or similar government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" means (a) petroleum and petroleum products, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls and radon gas, (b) any other chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law, and (c) any other chemical, material or substance which is regulated by any Environmental Law.

"Indebtedness" means, with respect to any Person, (a) all indebtedness of such Person, whether or not contingent, for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (d) all obligations of such Person as lessee under leases that have been recorded as capital leases consistent with past practice, (e) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person or any warrants, rights or options to acquire such capital stock, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (g) all Indebtedness of others referred to in clauses (a) through (f) above guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (i) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss, (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered), primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss or (iv) otherwise to assure a creditor against loss, and (h) all Indebtedness referred to in clauses (a) through (f) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Intellectual Property Rights" means any or all of the following and all rights in, arising out of, or associated therewith (a) Patents, (b) Trade Secrets, (c) Copyrights, (d) industrial designs and any registrations and applications therefor throughout the world, (e) Trademarks, (f) all rights in databases and data collections throughout the world, (g) all rights in Software, (h) worldwide web addresses, Uniform Resource Locators, and domain names, (i) advertising and promotional rights and rights to privacy and publicity, (j) inventions, invention disclosures, discoveries and improvements, whether or not patentable; (k) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world, and (l) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing intellectual property or other similar proprietary rights, as set forth in clauses (a) through (k), with or by any Governmental Authority in any jurisdiction.

"Inventory" means all inventory, merchandise, goods and other personal property (including. without limitation, raw materials, work in process and finished goods) maintained, held or stored by or for the Business by the Sellers at the Closing, and any prepaid deposits for any of the same.

"Knowledge of the Sellers" or "Sellers' Knowledge" means the actual or constructive knowledge, after due inquiry, of Jason Mitchell, Christopher Parenteau and Bruce Topping.

"Law" means any United States or non-United States federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law). "Laws" is the plural of Law.

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, asserted or unasserted, matured or unmatured or determined or determinable, including those arising under any Law (including any Environmental Law), Action or Governmental Order and those arising under any Contract.

"Losses" means any losses, damages, claims, obligations, liabilities, costs and expenses (including, without limitation, reasonable and documented attorneys' fees of outside legal counsel and costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation, claim, proceeding or demand), of any kind or character.

"Material Adverse Effect" means any circumstance, change in or effect on the Business or the Sellers that, individually or in the aggregate with all other circumstances (collectively, "Change"), changes in or effects on the Business or the Sellers: (a) is, or would reasonably be expected to be, materially adverse to the business, operations, assets or liabilities (including contingent liabilities), employee relationships, customer or supplier relationships, results of operations, the condition (financial or otherwise) of the Business or (b) is reasonably likely to materially adversely affect the ability of the Purchaser to operate or conduct the Business in the manner in which it is currently or currently contemplated to be operated or conducted by the Seller; provided, however, that in no event shall any of the following, alone or in combination, be deemed to constitute, nor shall any of the following be taken into account in determining whether there has been or will be, a Material Adverse Effect: (i) any Change resulting from compliance with the terms and conditions of this Agreement or any Ancillary Agreement; (ii) any Change or effect that results or arises from changes affecting the dietary supplements industry, or any industries in which Company operates generally or the United States economy generally (which Changes in each case do not disproportionately affect Company in any material respect); (iii) any Change resulting from the announcement of the proposed transaction or any other transactions contemplated hereby (including, without limitation, any cancellation or deferral of product or service orders or renewals by customers); or (iv) any Change that results or arises from changes affecting general worldwide economic or capital market conditions (which Changes in each case do not disproportionately affect Company in any material respect); provided, further, that in the case of clauses (i) though (iv), the foregoing effects, changes, conditions, occurrences or developments may be considered as constituting or contributing to a "Material Adverse Effect" to the extent that such effect, change, condition, occurrence or development disproportionately affects the Business or the Sellers, taken as a whole, relative to other Persons or businesses that operate in the Business

"Mitchell Employment Agreement" means Offer Letter from the Purchaser to Jason Mitchell, dated November 16, 2022, effective as of the Closing Date.

"Patents" means all United States and foreign patents and utility models, invention registrations, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries.

"Permitted Encumbrances" means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced and as to which the Sellers are not otherwise subject to civil or criminal liability due to its existence: (a) statutory liens for Taxes, assessments and governmental charges or levies not yet due and payable; (b) Encumbrances imposed by Law, such as materialmen's, mechanics', carriers', workmen's and repairmen's liens and other similar liens arising in the ordinary course of business securing obligations that (i) are not overdue for a period of more than 30 days and (ii) are not in excess of $5,000 in the case of a single property or $10,000 in the aggregate at any time; and (c) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

"Product" means any probiotic supplements and enzymes developed or sold by the Business.

"Property" means that certain leased premises located at 3820 and 3840 N.W 14th Street, Suites A&B in each building, Topeka, Kansas 66618.

"Receivables" means any and all accounts receivable, notes and other amounts receivable from third parties, including, without limitation, customers and employees, arising from the conduct of the Business before the Closing Date, whether or not in the ordinary course of business, together with any unpaid financing charges accrued thereon.

"Registered Intellectual Property" means all United States, international and foreign (a) registered Trademarks, applications to register Trademarks, intent-to-use applications, or other registrations or applications related to Trademarks, (b) registered Copyrights and applications for Copyright registration, (c) Uniform Resource Locators, worldwide website addresses and domain names, (d) Patents, and Patent applications, and (e) any other Intellectual Property Right that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any Governmental Authority.

"Release" means any actual or threatened release, disposing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing and the like into or upon any land or water or air or otherwise entering into the Environment.

"Remedial Action" means all action to (a) clean up, remove, treat or handle in any other way Hazardous Materials in the Environment; (b) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or the Environment; or (c) perform remedial investigations, feasibility studies, corrective actions, closures and post-remedial or post-closure studies, investigations, operations, maintenance and monitoring.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Seller Bank Account" means the Seller's bank account at US Bank.

"Shared Services Agreement" means the agreed terms for Purchaser's operation of the Business at the Property following Closing and the secondment of Jason Mitchell to HempFusion for a period no longer than six (6) months post-Closing, executed by the Purchaser and HempFusion attached hereto as Exhibit 1.01(e).

"Software" means all computer program instruction code, whether in human-readable source code form, machine-readable binary form, firmware, scripts, interpretive text, or otherwise, along with any technical, user, or other documentation related thereto, and including any related data files or data objects, and all media on which any of the foregoing is recorded.

"Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority or taxing authority, including: taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs' duties, tariffs and similar charges.

"Tax Returns" means all returns, computations, reports and statements required to be filed with any Governmental Authority with respect to Taxes.

"Technology" means all technology, including all techniques, know-how, design rules, algorithms, routines, Software, files, databases, works of authorship, processes, devices, prototypes, schematics, test methodologies, hardware development tools, any media on which any of the foregoing is recorded, and any other tangible embodiments of any of the foregoing.

"Territory" means worldwide.

"Third Party Licenses" means the Contracts pursuant to which any third-party Intellectual Property Rights or Technology is licensed to the Sellers for use in, or related to, the Business.

"Trade Secrets" means all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation embodying or evidencing any of the foregoing.

"Trademarks" means all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world.

"Transaction Expenses" means, without duplication, all costs and expenses, and fees and disbursements of counsel, financial advisors, accountants and other advisors that are incurred prior to the Closing and that are payable in connection with the negotiation, preparation, review or execution of this Agreement, the Ancillary Agreements, and any other agreements, documents, certificates or deliverables required to be delivered pursuant hereto and thereto.

"Transferred Intellectual Property" means all (a) patents and patent applications, (b) trademarks, service marks, domain names, trade dress, logos, trade names, corporate names, slogans and other identifiers of source or goodwill, together with the goodwill associated therewith, (c) copyrights, (d) computer software, data, data rights and Internet websites,

(e) confidential and proprietary information, including trade secrets and know-how, (f) advertising and promotional rights and rights to privacy and publicity, (g) registrations and applications for registration of the foregoing, including reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, and (h) all common law rights thereto, together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, misappropriation, dilution, violation, or unlawful imitation, whether presently known or unknown, of the foregoing, in each case, owned by the Sellers and used or held for use in connection with the Business.

"Transferred Intellectual Property Rights" means the Intellectual Property Rights owned or transferable by the Sellers that are used in, necessary to or otherwise related to the Business, including the manufacture, testing, assembly, packaging and sale of products and the provision of services, or the Transferred Technology.

"Transferred Technology" means the Technology, including all design, manufacturing, assembly, formulas, packaging and Technology, owned or transferable by the Seller, that is used in, necessary to or otherwise related to the Business.

"Treasury Regulations" means the Treasury Regulations (including Temporary Treasury Regulations) promulgated by the United States Department of Treasury with respect to the Code or other federal tax statutes.

Section 1.02 Definitions. The following terms have the meanings set forth in the Sections set forth below:

Definition	Location
"Acquisition"	Recitals
"Aggregate Purchase Price"	Exhibit 2.03(c)
"Agreement"	Preamble
"Allocation Method"	2.03(d)
"Arbitration Claim"	7.10(b)
"Assets"	2.01(a)
"Assumed Liabilities"	2.02(a)
"Balance Sheet Date"	3.05(a)
"Benefit Plans"	3.21(a)
"Basket"	6.04(a)(i)
"Business"	Recitals
"Cap"	6.04(a)
"Closing"	2.04
"Closing Date"	2.04
"Closing Purchase Price"	2.03(b)
"Consent"	5.03(a)
"Continuing Employee"	5.07(a)
"Deferred Purchase Price"	2.03(c)
"Dispute"	7.10(a)
"ERISA"	3.21(a)

ARTICLE II

PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to the Purchaser and the Purchaser shall purchase from the Sellers, free and clear of all Encumbrances except Permitted Encumbrances, all of each Seller's right, title and interest in and to all of the assets, properties, goodwill and business of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, directly or indirectly owned by the Sellers or to which the Sellers are directly or indirectly entitled and, in any case, belonging to or used or intended to be used in the Business, other than the Excluded Assets (the assets to be purchased by the Purchaser being referred to as the "Assets"), such Assets to include, without limitation, the following:

(i) the Business as a going concern;

(ii) all rights in respect of the Property, including any leasehold improvements thereon;

(iii) all furniture, fixtures, equipment, machinery and other tangible personal property owned or held by the Sellers at the Closing Date for use in the conduct of the Business;

(iv) all trade accounts, Receivables, and any amounts paid by Sellers to third party vendors, suppliers, lessors, utilities and service providers and that as of the Closing are designated as prepayments, advances or deposits for the benefit of the Business;

(v) copies of all books of account, general, financial, Business and personnel records, invoices, correspondence and other documents, records and files and any rights thereto of Probulin and owned, associated with or employed by the Sellers in connection with the Business other than organizational documents, minute and stock record books and the corporate seal of the Sellers;

(vi) all Inventory of the Business;

(vii) the goodwill of the Sellers in the Business;

(viii) all the Sellers' and their Affiliates' right, title and interest in, to and under the Transferred Intellectual Property that relate to the Business, copies and tangible embodiments thereof in whatever form or medium, and all rights to sue and recover damages for past, present and future infringement, misappropriation or breach thereof;

(ix) all claims, rights to Actions, rights of recovery and rights of setoff of any kind (including rights to insurance proceeds and rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials, or equipment, or components thereof), pertaining to, arising out of and inuring to the benefit of the Sellers or their Affiliates relating to the Business;

(x) all sales and promotional literature, customer lists and other sales-related and promotion-related materials owned, used, associated with or employed by the Sellers for the Business at the Closing Date;

(xi) except as set forth in Section 2.01(a)(xi) of the Disclosure Schedule, all rights of the Sellers under Contracts of the Business to which either Seller is subject (including Contracts governing relationships with exhibitors) and under all bids, offers and Contracts under negotiation by Sellers with respect to the Business at the Closing Date (to the extent such offers are transferable), all of which shall be assigned to Purchaser at Closing by virtue of the Assumption Agreement or one or more written assignments;

(xii) all rights in pending and future projects of the Sellers for the Business;

(xiii) all municipal, state and federal franchises, permits, licenses, agreements, waivers and authorizations held or used by the Sellers in connection with, or required for, the Business, to the extent transferable; and

(xiv) all the Sellers' and their Affiliates' right, title and interest on the Closing Date in, to and under all other assets, rights and claims of every kind and nature used or intended to be used in the operation of, or residing with, the Business.

(b) Notwithstanding anything in Section 2.01(a) hereto to the contrary, the Assets shall exclude assets of the Sellers held and used exclusively in connection with its CBD products and supplements business, and the following assets and properties owned by the Sellers (the "Excluded Assets"):

(i) the Seller Bank Account, the bank account of Probulin and all funds therein;

(ii) all rights of the Sellers under this Agreement and the Ancillary Agreements to which such Seller is a party;

(iii) all cash and cash equivalents of the Sellers and the Business;

(iv) all claims, causes of action, choses in action, rights of recovery and rights of setoff of any kind (including rights to insurance proceeds and rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials, or equipment, or components thereof), with respect to directors and shareholders of the Sellers in connection with or in any way related to the Sellers securities and rights to the Sellers tax refunds for the taxable period, or portion thereof, prior to the Closing Date;

(v) policies of insurance covering directors or officers of the Sellers in their actions and capacities as fiduciaries of the company and otherwise, at all times, and policies of insurance covering errors and omissions of the Sellers, and in each case corresponding prepaid premiums paid to brokers and insurance vendors with respect to any such policies of insurance;

(vi) the Sellers' organizational, financial, and employee-related documents (other than the employee-related documents of those employees employed by the Purchaser at the Closing, except to the extent prohibited by Law, in which case the Sellers shall deliver a copy of such documents to the Purchaser; provided, that nothing herein shall preclude the Sellers from retaining copies of any such documents except to the extent prohibited by Law), minute and stock record books and the corporate seal of the Sellers; and

(vii) the Sellers' attorney client privilege with respect to communications with its counsel relating to the negotiation and execution of this Agreement and the Ancillary Agreements.

Section 2.02 Assumption and Exclusion of Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, the Purchaser shall assume and shall agree to pay, perform and discharge only the following Liabilities of the Sellers (the "Assumed Liabilities"):

(i) the obligations under those Contracts listed in Section 3.14(a) of the Disclosure Schedule and assumed pursuant to the Assumption Agreement, only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business consistent with past practice, and do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by the Sellers on or prior to the Closing; and

(ii) the Liabilities set forth in Section 2.02(a)(ii) of the Disclosure Schedule and assumed pursuant to the Assumption Agreement.

(b) Notwithstanding subsection (a) above, the Sellers shall retain, and shall be responsible for paying, performing and discharging when due, and the Purchaser shall not assume or have any responsibility for, all Liabilities of the Sellers or the Business as of the Closing Date other than the Assumed Liabilities (the "Excluded Liabilities"), including, without limitation, the following:

(i) any Liabilities arising out of or relating to Sellers' ownership or operation of the Business, the Assets or the Assumed Liabilities prior to the Closing Date, including (A) claims relating to the provision of products or services at any time prior to the Closing (including any warranty obligations (express or implied) with respect thereto), (B) any breach or violation of, or default (or event which with the giving of notice or lapse of time, or both, would become a default) under any Contracts related to the Sellers or the Business, including the Assigned Contracts, (C) failure by the Sellers to comply with any applicable Law, including Anti-Corruption and Money Laundering Laws, (D) claims of infringement, misappropriation or other violation of Intellectual Property of third parties, or (E) any Actions which involve the Sellers (regardless of whether commenced before or after the Closing);

(ii) all outstanding Indebtedness of the Sellers as of the Closing Date, all accounts payable of the Business, but in all cases excluding (A) the Promissory Note in the principal amount of $150,000 issued by HempFusion, Inc. in favor of Ouiby, Inc., dated September 27, 2022, in the current amount of $167,143.00, and (B) any Assumed Liability described in Section 2.02(a);

(iii) except as set forth in this Agreement, all Taxes now or hereafter owed by the Sellers or attributable to the Assets or the Business, relating to any period, or any portion of any period, ending on or prior to the Closing Date;

(iv) all Liabilities of the Sellers relating to or arising out of the Excluded Assets;

(v) all Liabilities of the Sellers pursuant to Environmental Laws arising from or related to any action, event, circumstance or condition (including, without limitation, relating to the Property), in each case occurring or existing on or before the Closing Date, including: (A) any Release of any Hazardous Material into the Environment on or before the Closing Date at, to or from the Property or any property formerly owned, leased, used or occupied by the Business (and any additional migration of such Hazardous Material after the Closing Date), (B) any transportation, disposal or discharge, or the arrangement for such activities, on or before the Closing Date, of any Hazardous Material originating at the Property or any property formerly owned, leased, used or occupied by the Business to or at any location (and any additional transportation, disposal or discharge of such Hazardous Material after the Closing Date), and (C) any noncompliance with or violation of any applicable Environmental Law or Environmental Permit relating in any way to the Business on or before the Closing Date (and any continuation of such noncompliance or violation after the Closing Date); and

(vi) the Liabilities set forth in Section 2.02(b)(vi) of the Disclosure Schedule.

Section 2.03 Purchase Price; Allocation of Purchase Price.

(a) The purchase price for the Assets and Assumed Liabilities of the Business shall be a total of $5,000,000 paid by Purchasers in cash and through Purchaser's full assumption of Assumed Liabilities, subject to satisfaction of all Conditions Precedent, in exchange for 100% of the Assets and Assumed Liabilities of the Business (the "Purchase Price").

(b) The Purchaser shall pay $4,000,000 of Purchase Price at the Closing (the "Closing Purchase Price"), at which time the Purchaser shall fully accept and own the Assets and the Business and assume the Assumed Liabilities, minus (i) all outstanding and unpaid Indebtedness of the Sellers, and minus (ii) all accrued and unpaid Transaction Expenses.

(c) The Purchaser shall pay the remaining $1,000,000 of the Purchase Price (the "Deferred Purchase Price") on or prior to December 31, 2022, subject to Section 6.06(b) below.

(d) The sum of the Purchase Price shall be allocated among the Assets as of the Closing Date in accordance with Exhibit 2.03(d) (the "Allocation Method").

Section 2.04 Closing Asset and Liability Statement. At least three (3) Business Days prior to Closing, the Sellers shall deliver to the Purchaser a detailed list (including a reasonable identification of the asset or liability and value thereof), in writing, of all of the (a) Current Assets of the Business and (b) Current Liabilities of the Business.

Section 2.05 Closing. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Assets, the assumption of the Assumed Liabilities and the related transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "Closing Date") remotely by exchange of documents and signatures (or their electronic counterparts).

Section 2.06 Closing Deliveries by the Sellers. At the Closing, the Sellers shall deliver or cause to be delivered to the Purchaser:

(a) the Assignment of Lease duly executed by Probulin;

(b) counterparts of the Bill of Sale, the Assignment and Assumption Agreement, the Shared Services Agreement, the Mitchell Employment Agreement and the Assignment of Intellectual Property, duly executed by the Sellers, as applicable, and such other duly executed instruments, in form and substance satisfactory to the Purchaser, as may be requested by the Purchaser to transfer the Assets to the Purchaser or evidence such transfer on the public records, and sufficient to vest in the Purchaser all of the Sellers' right, title and interest in and to the Assets in accordance with the terms of this Agreement free and clear of all Encumbrances except Permitted Encumbrances;

(c) a receipt for the Closing Purchase Price;

(d) a certificate of the Secretary (or other officer) of each Seller certifying: (i) that attached thereto are true and complete copies of all resolutions of the board of directors and stockholders or equity holders of such Seller authorizing the execution, delivery, and performance of this Agreement and the other agreements, instruments, and documents required to be delivered in connection with this Agreement to which the applicable Seller is party, including, but not limited to, the consummation of the transactions contemplated hereby and thereby, and that such resolutions are in full force and effect, and (ii) that attached thereto are true and complete copies of the governing documents of the applicable Seller, including any amendments or restatements thereof, and that such governing documents are in full force and effect;

(e) a properly completed and duly executed Form W-9 for each Seller;

(f) a good standing certificate (or its equivalent) for each Seller from the secretary of state or similar Governmental Authority of the jurisdiction in which such Seller was formed or incorporated, as applicable;

(g) an estoppel letter from the lessor of the Property;

(h) payoff letters from holders of any Indebtedness (which shall include a covenant to release any Encumbrances related thereto);

(i) a funds flow memorandum dated as of the date hereof; and

(j) executed copies of the third party consents and approvals set forth on Sections 3.02 and 3.03 of the Disclosure Schedule, in form and substance reasonably satisfactory to Purchaser.

Section 2.07 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver or cause to be delivered to the Seller:

(a) the Payment of the Closing Purchase Price by wire transfer in immediately available funds to the Seller Bank Account, and such other accounts as directed by the Sellers; and

(b) counterparts of the Assumption Agreement, the Assignment of Lease, the Shared Services Agreement, the Mitchell Employment Agreement and the Assignment of Intellectual Property, duly executed by the Purchaser.

Section 2.08 Withholding Tax. The Purchaser shall be entitled to deduct and withhold from the Purchase Price all Taxes that the Purchaser may be required to deduct and withhold under any provision of Law. All such withheld amounts shall be treated as delivered to the Sellers hereunder.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

As an inducement to the Purchaser to enter into this Agreement, subject to such exceptions as are specifically disclosed in writing in the Disclosure Schedule, dated as of the date hereof, the Sellers and the Parent, jointly and severally, represent and warrant to the Purchaser as follows:

Section 3.01 Organization, Authority and Qualification of the Seller. HempFusion is a corporation duly organized and validly existing under the laws of the State of Nevada and has all necessary corporate power and authority to enter into this Agreement, the Ancillary Agreements and all other agreements contemplated hereby and thereby to which HempFusion is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Parent is a corporation duly organized and validly existing under the laws of the Canadian Provence of British Columbia and has all necessary corporate power and authority to enter into this Agreement, the Ancillary Agreements and all other agreements contemplated hereby and thereby to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Probulin is a limited liability company duly organized and validly existing under the laws of the State of Washington and has all necessary corporate power and authority to enter into this Agreement, the Ancillary Agreements and all other agreements contemplated hereby and thereby to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Sellers are duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of the Business makes such licensing or qualification necessary or where failure to so qualify will not have a Material Adverse Effect. Independent members of the Parent's Board of Directors, and the Board of Directors of Sellers, have approved this Agreement, the Ancillary Agreements and all other agreements contemplated hereby and thereby and determined that it is advisable and fair to and in the best interest of the Sellers, the Parent and their respective stockholders, to execute this Agreement, the Ancillary Agreements and all other agreements to which it is a party in accordance with the laws of its jurisdiction. Assuming the due authorization, execution and delivery by the other parties hereto and thereto and the validity and binding effect hereof and thereof on the other parties hereto and thereto, when executed by the Sellers and Parent, and subject to approval by the requisite voting percentage of Sellers' and Parent's stockholders with respect to the sale of the Assets, this Agreement, the Ancillary Agreements and all other agreements to which it is a party shall constitute valid and binding obligations of the Sellers and the Parent enforceable against it in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

Section 3.02 No Conflict. Except as set forth in Section 3.02 of the Disclosure Schedule, the execution, delivery and performance by the Sellers and the Parent of this Agreement, the Ancillary Agreements and all other agreements contemplated hereby do not and will not (a) violate, conflict with or result in the breach of any provision of the certificate of formation, operating agreement, or other governing documents of the Sellers or the Parent, (b) conflict with or violate (or cause an event that could have a Material Adverse Effect as a result of) any Law or Governmental Order applicable to the Sellers or the Parent or any of the Assets, or (c) conflict with, result in any breach of, constitute a default (or event which that the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the Assets pursuant to, any note, bond, mortgage or indenture, Contract, franchise or other instrument or arrangement to which such Seller is a party or by which any of the Assets is bound or affected.

Section 3.03 Consents and Approvals. Except as set forth in Section 3.03 of the Disclosure Schedule, the execution, delivery and performance of this Agreement, each Ancillary Agreement and all other agreements contemplated hereby do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Person, including any Governmental Authority.

Section 3.04 Solvency. Both immediately before, and immediately after giving effect to, the transactions contemplated by this Agreement: (a) the fair value of each Seller's assets would exceed its liabilities (including contingent liabilities), (b) the present fair saleable value of each Seller's assets would be greater than the amount required to pay its probable liabilities on its existing debts (including contingent liabilities) as such debts become absolute and mature, (c) each Seller would be able to pay its liabilities (including contingent liabilities) as they mature, and (d) each Seller is "solvent" (within the meaning of applicable laws relating to fraudulent transfers) and would not have unreasonably small capital for the business in which it is engaged and in which it is proposed to be engaged following consummation of the transactions contemplated by this Agreement. Each Seller does not intend to incur, and such Seller does not believe that it has incurred or will incur as a result of the transactions contemplated by this Agreement, debts beyond such Seller's ability to pay such debts as such debts mature.

Section 3.05 Financial Information; Books and Records; Undisclosed Liabilities.

(a) True and complete copies of the balance sheets of Parent as maintained by the Sellers for the fiscal years ended December 31, 2020 and December 31, 2021, and the related statements of income, retained earnings, stockholders' equity, cash flows and changes in financial position of the Parent are set forth in Section 3.05(a)(i) of the Disclosure Schedule (collectively, the "Historical Financial Statements"). True and complete copies of the statements of income for the Business on a pro forma basis for the fiscal years ended December 31, 2020 and December 31, 2021, and the eight months ended August 31, 2022, are set forth in Section 3.05(a)(ii) of the Disclosure Schedule (collectively, the "Business Financial Statements"). The Historical Financial Statements and the Business Financial Statements: (i) are true and correct in all material respects, (ii) present fairly the financial condition of the Business as of the statement dates and for the periods indicated, and (iii) were prepared in accordance with the books of account and other financial records of the Sellers and with respect to the Business consistently applied with past practice throughout and among the periods indicated.

(b) The books of account and other financial records of the Business reflect all items of income and expense and all assets and Liabilities of the Business in all material respects required to be reflected therein in accordance with past practice.

(c) Each Seller has no Liabilities with respect to the Business or the Assets, except (a) those which are adequately reflected or reserved against in the balance sheets of the Business as of the Balance Sheet Date and not previously paid or discharged, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date (none of which relates to or arises from the breach of any Contract, permit or Law), (c) contractual Liabilities incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date which are not required by generally accepted accounting principles to be reflected on a balance sheet, and (d) Excluded Liabilities, in each case, which would not, individually or in the aggregate, be material to the Business or the Assets.

Section 3.06 Receivables. Section 3.06 of the Disclosure Schedule is an accurate aging of the Receivables of the Business as of November 18, 2022. All Receivables reflected in Section 3.06 of the Disclosure Schedule have arisen in the ordinary course of business consistent with past practice from bona fide transactions, are included in the Assets, and constitute or will constitute only valid, undisputed claims of the Sellers not subject to valid claims of setoff or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice.

Section 3.07 Inventory; Product Warranties.

(a) The values at which all Inventory for the Business is carried on the Historical Financial Statements reflect the historical inventory valuation policy of the Sellers of stating such Inventory at cost. The Sellers have good and marketable title to the Inventory free and clear of all Encumbrances, except Permitted Encumbrances. The Inventory does not consist of any items held on consignment. The Sellers are not under any obligation or liability with respect to accepting returns of items of Inventory or merchandise in the possession of its customers other than in the ordinary course of business consistent with past practice. No clearance or extraordinary sale of the Inventory has been conducted since the Balance Sheet Date. Each Seller has not acquired or committed to acquire or manufacture Inventory for sale which is not of a quality and quantity usable in the ordinary course of business within a reasonable period of time and consistent with past practice, nor has such Seller changed the price of any Inventory except for (i) price reductions to reflect any reduction in the cost thereof to such Sellers, (ii) reductions and increases responsive to normal competitive conditions and consistent with such Seller's past sales practices and (iii) increases to reflect any increase in the cost thereof to such Seller. The Inventory is in good and merchantable condition in all material respects, is suitable and usable for the purposes for which it is intended and is in a condition such that it can be sold in the ordinary course of the Business consistent with past practice.

(b) Except as set forth in Section 3.07(b) of the Disclosure Schedule, the Sellers have not given or made any warranties to third parties with respect to any Products, except for warranties arising by operation of law. Each of the Products sold conforms to all contractual agreements, all warranties made and all warranties arising by operation of law. There are no pending or, to the Knowledge of the Sellers, threatened warranty claims, or legal proceedings relating to warranty claims, whether on the basis of warranties offered by the Company, warranties offered by any manufacturer of items of Inventory or otherwise (collectively "Warranty Claims"), or any facts, events or circumstances which have occurred, in either case which would result in a material claim, material legal proceeding or material Liability on the part of the Company. Within the three (3) years preceding the date hereof, no Warranty Claims have been made or, to the Knowledge of the Sellers, threatened. To the Knowledge of the Sellers, there are no design defects in any Product. There have been no mandatory or voluntary product recalls with respect to any Products, and there is no basis for any such recall.

Section 3.08 Compliance with Anti-Corruption and Anti-Money Laundering Laws.

(a) During the past five (5) years, neither any Seller nor any Person acting on its behalf (including suppliers), has directly or indirectly made, offered, authorized or promised any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment or anything of value to any Person in respect of the Business, private or public, regardless of what form, in violation of any Anti-Corruption Laws.

(b) The Sellers, with respect to the Business, have maintained, in all material respects, complete and accurate books and records with respect to payments to any (i) official, officer, employee or Representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Authority, (ii) political party or party official or candidate for political office, or (iii) official, officer, employee, or any Person acting in an official capacity for or on behalf of, any company, business, enterprise or other entity owned (in whole or in substantial part) or controlled by a Governmental Authority, and any payment to or other expenses involving agents, consultants, Representatives, customers, employees and any other third parties acting on behalf of Sellers to the extent required for compliance with Anti-Corruption Laws.

(c) The Sellers have implemented policies and procedures with respect to the Business reasonably designed to ensure compliance with Anti-Corruption Laws.

(d) In the past five (5) years, the Sellers have not conducted or initiated any internal investigation of, or made a voluntary, directed, or involuntary disclosure to any Governmental Authority with respect to any alleged act or omission arising under or relating to any non-compliance with any Anti-Corruption Law with respect to the Business. Neither the Sellers, nor any of their Representatives, or any Person acting on their behalf, has received any written or, to the Sellers' Knowledge, oral notice, request, or citation for any actual or potential non-compliance with any of the foregoing set forth in this Section 3.08 in the past five (5) years. To the Sellers' Knowledge, no Material Supplier has received any written or oral notice, request, or citation for any actual or potential non-compliance with any Anti-Corruption Laws.

(e) The conduct and operation of the Business is and, during the last five (5) years, has been conducted and operated at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issues, administered or enforced by any Governmental Authority including, without limitation, (i) the USA Patriot Act of 2001 (Pub. L. No. 107-56), (ii) the U.S. Money Laundering Control Act of 1986, as amended, (iii) the Bank Secrecy Act, 31 U.S.C. Sections 5301 et seq., (iv) Laundering of Monetary Instruments, 18 U.S.C. Section 1956, (v) Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity, 18 U.S.C. Section 1957, and (vi) the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations (Title 31 Part 103 of the US Code of Federal Regulations) (collectively, the "Money Laundering Laws") and no Action by or before any Governmental Authority involving Sellers with respect to a violation of the Money Laundering Laws is pending or, to the Sellers' Knowledge, threatened.

Section 3.09 Sales and Purchase Order Backlog.

(a) Section 3.09(a) of the Disclosure Schedule lists as of the date hereof all open sales orders exceeding $10,000 which have been accepted by the Sellers and relating to the Business and all such purchase orders are included in the Assets.

(b) Section 3.09(b) of the Disclosure Schedule lists as of the date hereof all purchase orders exceeding $10,000 per order which have been issued by the Sellers and relating to the Business and all such purchase orders are included in the Assets.

Section 3.10 Conduct in the Ordinary Course; Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date, the Business has been conducted in the ordinary course of business consistent with past practice. As amplification and not limitation of the foregoing, since the Balance Sheet Date, the Sellers have not, except as set forth in Section 3.10 of the Disclosure Schedule:

(a) permitted or allowed any of the Assets to be subjected to any Encumbrance, other than Permitted Encumbrances and Encumbrances that will be released at or prior to the Closing;

(b) except in the ordinary course of business consistent with past practice, discharged or otherwise obtained the release of any Encumbrance, or paid or otherwise discharged any Liability, other than Current Liabilities (and the current portion of any long -term Liabilities) incurred in the ordinary course of business consistent with past practice;

(c) written down or written up (or failed to write down or write up consistent with past practice) the value of any Receivables or revalued any of the Assets other than in the ordinary course of business consistent with past practice;

(d) made any change in any method of accounting or accounting practice or policy used by the Sellers;

(e) amended, terminated, cancelled or compromised any material claims of the Sellers or waived any other rights of substantial value to the Sellers;

(f) sold, transferred, leased, subleased, licensed, abandoned or otherwise disposed of any properties or assets, real, personal or mixed (including leasehold interests and intangible property), other than the license of software and the sale of Inventory in the ordinary course of business consistent with past practice;

(g) redeemed any of the capital stock or declared, made or paid any special bonuses or dividends or distributions (whether in cash, securities or other property) to the holder of capital stock of the Sellers;

(h) merged with, entered into a consolidation with or acquired an interest in any Person or acquired a substantial portion of the assets or business of any Person or any division or line of business thereof engaged in a business relating to the Business, or otherwise acquired any material assets other than in the ordinary course of business consistent with past practice;

(i) made any capital expenditure or commitment for any capital expenditure in excess of $25,000 individually or $100,000 in the aggregate;

(j) issued any sales orders or otherwise agreed to make any purchases involving exchanges in value in excess of $100,000 individually or $500,000 in the aggregate;

(k) made any material changes in the customary methods of operations of the Business, including practices and policies relating to development, purchasing, Inventory, marketing, selling and pricing;

(l) made, changed or revoked any express or deemed Tax election or method of Tax accounting, or settled or compromised any Tax Liability with respect to the Assets or the Business;

(m) made any loan, guaranteed any Indebtedness of or otherwise incurred any Indebtedness to or on behalf of any Person or increased the amount of any existing loans to any Affiliate of the Sellers;

(n) (i) granted or announced any increase in the wages, salaries, compensation, bonuses, incentives, pension or other benefits payable by the Sellers to any of their employees in connection with the operation of the Business, including any increase or change pursuant to any Benefit Plan, or (ii) established or increased or promised to increase any benefits under any Plan, in either case except as required by Law or any collective bargaining agreement;

(o) entered into any agreement, arrangement or transaction with any directors, officers, employees or stockholders of the Sellers or the Parent (or with any relative, beneficiary, spouse or Affiliate of such Persons) other than this Agreement and the Ancillary Agreements;

(p) terminated, discontinued, closed or disposed of any facility or other business operation, or laid off any employees or implemented any early retirement, separation or program providing early retirement window benefits within the meaning of Section 1.401(a)(4)-

3(f)(4) of the Treasury Regulations or announced or planned any such action or program for the future;

(q) disclosed any secret or confidential Intellectual Property relating to the Business (except by way of issuance of a patent) or permitted to lapse or become abandoned any Intellectual Property relating to the Business (or any registration or grant thereof or any application relating thereto) to which, or under which, the Sellers have any right, title, interest or license other than any Intellectual Property that has no further value to the Sellers or the Business;

(r) allowed any permit or Environmental Permit that was issued or relates to the Sellers or otherwise relates to the Business to lapse or terminate or failed to renew any insurance policy, permit or Environmental Permit that is scheduled to terminate or expire within forty-five (45) calendar days of the Closing Date;

(s) failed to maintain the Business's plant, property and equipment in good repair and operating condition, ordinary wear and tear excepted;

(t) suffered any casualty loss or damage with respect to any of the Assets which in the aggregate have a replacement cost of more than $50,000, whether or not such loss or damage shall have been covered by insurance;

(u) amended, modified or consented to the termination of any Material Contract or the Seller's or its Affiliates' rights thereunder;

(v) made any charitable contribution;

(w) (i) abandoned, sold, assigned, or granted any security interest in or to any item of the Transferred Intellectual Property, including failing to perform or cause to be performed all applicable filings, recordings and other acts, and pay or caused to be paid all required fees and taxes, to maintain and protect its interest in such Intellectual Property, (ii) granted to any third party any license with respect to any Transferred Intellectual Property other than in the ordinary course of business (iii) developed, created or invented any Technology or Intellectual Property Rights jointly with any third party (other than such joint development, creation or invention with a third party that is in progress prior to Balance Sheet Date) or (iv) disclosed, or allow to be disclosed, any confidential Technology or any Intellectual Property Rights therein;

(x) suffered any Material Adverse Effect; or

(y) agreed, whether in writing or otherwise, to take any of the actions specified in this Section 3.10 or granted any options to purchase, rights of first refusal, rights of first offer or any other similar rights or commitments with respect to any of the actions specified in this Section 3.10, except as expressly contemplated by this Agreement and the Ancillary Agreements to which either Seller is a party.

Section 3.11 Litigation. There are no Actions or Claims by or against the Sellers or any Affiliate thereof or affecting any of the Assets or the Business pending before any Governmental Authority (or to the Knowledge of the Sellers, threatened to be brought by or before any Governmental Authority). None of the Sellers, their Affiliates or any of their respective assets or properties, including the Assets, is subject to any Governmental Order (nor, to the Knowledge of the Seller, are there any such Governmental Orders threatened to be imposed by any Governmental Authority) that has or has had a Material Adverse Effect or could affect the legality, validity or enforceability of this Agreement, any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

Section 3.12 Compliance with Laws. The Sellers have conducted and continue to conduct in all material respects the Business in accordance with all Laws and Governmental Orders applicable to the Sellers or any of their properties or assets, including the Assets, or the Business, and the Sellers are not in violation in any material respect of any such Law or Governmental Order. The Sellers have not, in the last three (3) years, received any written communication from any Governmental Authority alleging that the Sellers are not in compliance in any material respect with any Law or Governmental Order.

Section 3.13 Environmental and Other Permits and Licenses; Related Matters. Except as listed in Section 3.13 of the Disclosure Schedule:

(a) The Sellers and their Affiliates are, and for the past six (6) years have been, in compliance with all applicable Environmental Laws and all Environmental Permits. All past noncompliance with Environmental Laws or Environmental Permits has been resolved without any pending, ongoing or future obligation, cost or liability, and there is no requirement proposed for adoption or implementation under any Environmental Law or Environmental Permit.

(b) There has been no Release of any Hazardous Material on the Property or, during the period of the Sellers' or any of their Affiliates' ownership lease, use or occupancy thereof, on any property formerly owned, leased, used or occupied by the Sellers or any of their Affiliates.

(c) There are no Environmental Claims pending or, to the Knowledge of the Sellers, threatened against the Sellers or any of their Affiliates or the Property and there are no circumstances to Sellers' Knowledge that can reasonably be expected to form the basis of any such Environmental Claim.

(d) To the Sellers' Knowledge, there are no underground storage tanks, surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed of on the Property or, during the period of the Sellers' or any of their Affiliates' ownership, lease, use or occupancy thereof, on any property formerly owned, leased, used or occupied by the Sellers or any of their Affiliates, and there is no asbestos or asbestos-containing material that requires abatement or encapsulation under Environmental Law at the Property or, during the period of the Sellers' or any of their Affiliates' ownership, lease, use or occupancy thereof, on any property formerly owned, leased, used or occupied by the Sellers or any of their Affiliates.

(e) Neither the Sellers nor any of their Affiliates have any actual or, to Sellers' Knowledge, alleged Liability under any Environmental Law.

(f) The Sellers have provided the Purchaser with copies of any environmental assessment or audit reports or other similar studies or analyses relating to the Property.

(g) Neither the execution of this Agreement or the Ancillary Agreements nor the consummation of the transactions contemplated hereby or thereby will require any Remedial Action or notice to or consent of any Governmental Authority or third party pursuant to any applicable Environmental Law or Environmental Permit.

Section 3.14 Material Contracts.

(a) Section 3.14(a) of the Disclosure Schedule contains a true and complete list of all material Contracts of the Business ("Material Contracts") which relate to the Business or the Assets and to which either the Sellers or their Affiliates is a party or by which the Sellers, their Affiliates, the Business or the Assets are bound or affected. For purposes of this Section 3.14 any Contract shall be deemed a Material Contract if it: (i) involves performance by any party more than twelve (12) months after the date hereof, (ii) involves payments to third parties or receipts by any Seller in excess of $25,000 during the twelve (12) month period after the date hereof, (iii) relates to any sales representative or similar relationship between any Seller or its Affiliates (relating to the Business) and any third party, (iv) restricts the Seller or its Affiliates from carrying on the Business or engaging any activity, (v) is not terminable by any Seller on thirty (30) or fewer days' notice without penalty; (vi) is terminable by the other party to the Contract upon an assignment or change in control; (vii) grants any Seller "exclusivity" or that requires any Seller or the Business to deal exclusively with, or grant exclusive rights or rights of first refusal to, any customer, vendor, supplier, distributor, contractor or other Person, including any Contracts that limit any Seller's ability to source materials, directly or indirectly, from any Person; (viii) is with any supplier, distributor, sourcing agent or other Person pursuant to which such Person has agreed to an exclusive arrangement with any other Person regarding the manufacture of products or performance of services for the Business; (ix) contains a "most-favored nation", "best pricing" or other similar term or provision by which another party to such Contract or any other Person is, or could become, entitled to any benefit, right or privilege which, under the terms of such Contract, must be at least as favorable to such party as those offered to another Person, or (x) otherwise is material to the Business or the Assets. For purposes of this Section 3.14 and Sections 3.16, 3.17 and 3.18, the term "lease" shall include any and all leases, subleases, sale/leaseback agreements or similar arrangements.

(b) Each Material Contract: (i) is valid and binding on the parties thereto and is in full force and effect, (ii) except as set forth in Section 3.14(b) of the Disclosure Schedule, is freely and fully assignable to the Purchaser without penalty or other adverse consequences and (iii) upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, except to the extent that any consents set forth in Section 3.02 of the Disclosure Schedule are not obtained, shall continue in full force and effect without penalty or other adverse consequence. Neither the Sellers nor their Affiliates has an uncured breach of, or default under, any Material Contract.

(c) To the Sellers' Knowledge, no other party to any Material Contract is in breach thereof or default thereunder, and neither the Sellers nor their Affiliates have received any notice of termination, cancellation, breach or default under any Material Contract.

(d) The Sellers have made available to the Purchaser true and complete copies of all Material Contracts.

(e) There is no Contract or other arrangement granting any Person any preferential right to purchase any of the Assets.

Section 3.15 Intellectual Property.

(a) Section 3.15(a) of the Disclosure Schedule lists all Registered Intellectual Property Rights owned by, filed in the name of, or applied for, by the Business that is Transferred Intellectual Property (the "Probulin Registered Intellectual Property") and lists any proceedings or actions before any court, tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) related to any of the Probulin Registered Intellectual Property. All Transferred Intellectual Property is included in the Assets.

(b) Each item of the Probulin Registered Intellectual Property is currently in compliance with all formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use) and is valid and subsisting. All necessary documents and certificates in connection with such Probulin Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Probulin Registered Intellectual Property. Except as set forth in Section 3.15(b) of the Disclosure Schedule, there are no actions that must be taken by the Sellers within one hundred twenty (120) days of the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to PTO office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Probulin Registered Intellectual Property.

(c) In each case in which the Sellers have acquired from any Person any Technology or Intellectual Property Rights that are included in Transferred Intellectual Property, the Sellers have obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in and to such Technology and Intellectual Property Rights to the Sellers. The Sellers have recorded each assignment of Probulin Registered Intellectual Property assigned to the Sellers with the relevant Governmental Authority.

(d) All Transferred Intellectual Property following the transfer thereof to the Purchaser in accordance with the terms hereof will be fully transferable, alienable or licensable by the Purchaser without restriction and without payment of any kind to any third party, except that any Transferred Intellectual Property that is licensed by the Company from third parties is subject to the terms of the applicable license agreements.

(e) To the Knowledge of the Sellers, each item of Transferred Intellectual Property is free and clear of any Encumbrances, other than Permitted Encumbrances. The Sellers are the exclusive owner or valid licensee of all Transferred Intellectual Property. Without limiting the generality of the foregoing, (i) the Sellers are the exclusive owner of all trademarks and trade names used in connection with the operation or conduct of the Business, including the sale, distribution or provision of any dietary digestive or probiotic supplement Products by either Seller or any of its Affiliates, and (ii) the Sellers own exclusively, and have good title to, all copyrighted works that are included or incorporated into, or form the basis for dietary digestive or probiotic supplement Products or which the Sellers or any of their Affiliates otherwise purports to own.

(f) Except as set forth in Section 3.15(f) of the Disclosure Schedule, the Sellers have not (i) transferred ownership of, or granted any exclusive license of or right to use, or authorized the retention of any exclusive rights to use or joint ownership of, any Intellectual Property Rights or Technology that constitutes Transferred Intellectual Property, to any other person, or (ii) permitted such Seller's rights in such Transferred Intellectual Property to lapse or enter the public domain.

(g) To the extent that any Technology or Intellectual Property Rights have been developed or created by a third party for the Sellers for use in connection with any of the dietary digestive or probiotic supplement Products or the Business, the Sellers have a written agreement with such third party with respect thereto and the Sellers thereby either (i) obtained ownership of, and is the exclusive owner of, or (ii) has obtained a perpetual, non-terminable license (sufficient for the conduct of the Business as currently conducted in the ordinary course, consistent with past practice) to all such third party Technology and Intellectual Property Rights.

(h) Except as set forth in Section 3.15(h) of the Disclosure Schedule, the Transferred Intellectual Property and Intellectual Property Rights under the Third Party Licenses constitute all the Technology and Intellectual Property Rights necessary to the conduct of the Business as it currently is conducted in the ordinary course, consistent with past practice, including, without limitation, the design, development, manufacture, use and sale of dietary supplement Products.

(i) Except as set forth in Section 3.15(i) of the Disclosure Schedule, no Person has licensed any Transferred Intellectual Property or has a license or rights to improvements made by or for the Sellers in Transferred Intellectual Property.

(j) Section 3.15(j) of the Disclosure Schedule lists all Software used in the Business. All Software listed on Section 3.15(j) of the Disclosure Schedule is included in the Assets. The Sellers have the right to use, pursuant to valid licenses, all Software development tools, library functions, compilers and all other third-party Software that are necessary for the Business as currently conducted in the ordinary course, consistent with past practice.

(k) No government funding, facilities of a university, college, other educational institution or research center or funding from third parties was used in the development of any Transferred Intellectual Property or any dietary digestive or probiotic supplement Products. No current or former employee, consultant or independent contractor of the Seller, who was involved in, or who contributed to, the creation or development of any Transferred Intellectual Property or dietary digestive or probiotic supplement Products, has performed services for a government, university, college, or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for the Seller.

(l) The Sellers have not received notice from any Person claiming that the Business as currently conducted in the ordinary course, and consistent with past practice, including, without limitation, the design, development, use, import, branding, advertising, promotion, marketing, sale and distribution of dietary digestive or probiotic supplement Products, infringes or misappropriates Intellectual Property Rights of any person, violates any right of any

Person or entity, or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(m) Other than inbound "shrink-wrap" and similar publicly available commercial binary code end-user licenses, the Contracts listed in Section 3.15(m) of the Disclosure Schedule lists all Contracts, including Third Party Licenses, to which the Sellers are a party with respect to any Technology or Intellectual Property Rights related to the Business and included in the Assets. All such Contracts are in full force and effect. The Sellers are not in breach of, nor have the Sellers failed to perform under, any of the foregoing Contracts and, to the Sellers' Knowledge, no other party to any such Contract is in breach thereof or has failed to perform thereunder. The consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination or suspension of such Contracts. Following the Closing Date, the Purchaser will be permitted to exercise all rights exercisable under such Contracts to the same extent the Sellers and their Affiliates would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which the Sellers would otherwise be required to pay.

(n) Section 3.15(n) of the Disclosure Schedule lists all Material Contracts between the Sellers and any other Person wherein or whereby the Sellers have agreed to, or assumed, any obligation or duty to warrant, indemnify, reimburse, hold harmless, guaranty or otherwise assume or incur any obligation or liability or provide a right of rescission with respect to the infringement or misappropriation by the Sellers or such other Person of the Intellectual Property Rights of any Person related to either the Business or the dietary digestive or probiotic supplement Products.

(o) To the knowledge of the Sellers, there are no Contracts between the Sellers and any other Person with respect to Transferred Intellectual Property or related to the Business under which there is any dispute regarding the scope of such agreement, or performance under such agreement, including with respect to any payments to be made or received by the Sellers thereunder.

(p) To the Knowledge of the Sellers, no Person is infringing or misappropriating any Transferred Intellectual Property.

(q) The Sellers have taken steps that are reasonably required to protect the Seller's rights in Confidential Information and trade secrets of the Sellers. Without limiting the foregoing, all current and former employees and consultants of the Sellers who have created or modified any of the Transferred Intellectual Property have executed such an agreement assigning all of such employees' and consultants' rights in and to the Transferred Intellectual Property to the Sellers.

(r) Neither this Agreement nor the transactions contemplated by this Agreement, including the assignment to the Purchaser directly, by operation of law, or otherwise, of any Contract to which any Seller is a party will result in (i) the Purchaser granting to any third party any right to or with respect to any Intellectual Property Rights developed by, owned by, or licensed to, the Purchaser prior to the Closing, (ii) the Purchaser being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses, or (iii) the Purchaser being obligated to pay any royalties or other amounts to any third party in excess of those payable by any Seller prior to the Closing.

(s) Except as set forth in Section 3.15(s) of the Disclosure Schedule, to the Knowledge of the Sellers, the Transferred Intellectual Property is not subject to any pending Claim or other outstanding judicial or administrative decree, order, judgment or stipulation that restricts or encumbers the transfer thereof by the Sellers to the Purchaser or that affects the validity, use or enforceability of the Transferred Intellectual Property.

(t) Except as disclosed on Section 3.15(t) of the Disclosure Schedule, to the Knowledge of the Sellers, no Person other than the Sellers have ownership rights to improvements made by the Sellers to Transferred Intellectual Property.

Section 3.16 Real Property.

(a) The Sellers do not own any real property.

(b) The Sellers' sole leased property used in connection with the Business is located at N.W 14th Street, Suites A & B on both buildings, Topeka, Kansas (the "Property"). With respect to the lease for the Property, Probulin has not exercised or given any notice of exercise, nor has the landlord exercised or given any notice of exercise of, any option, right of first offer or right of first refusal contained in the lease for the Property, including any such option or right pertaining to purchase, expansion, renewal, extension or relocation (collectively, "Options"). Probulin has the full right to exercise any Options contained in the lease pertaining to the Property on the terms and conditions contained therein and upon due exercise would be entitled to enjoy the full benefit of such Options with respect thereto.

(c) There is no material violation of any Law (including any building, planning or zoning law) relating to the Property. The Sellers have made available to the Purchaser a true, legible and complete copy of the lease for the Property, the operations of the Sellers or any other uses thereof. Probulin has a valid leasehold interest in the Property.

(d) To the knowledge of the Sellers, there are no facts that would prevent the Property from being occupied by the Purchaser after the Closing in the same manner as occupied by Probulin immediately prior to the Closing.

(e) To the Knowledge of the Sellers, all improvements on the Property constructed by or on behalf of the Sellers or constructed by or on behalf of any other Person, were constructed in compliance with all applicable Laws (including any building, planning or zoning Laws). The rent set forth in the lease of the Property is the actual rental being paid, and there are no separate agreements or understandings with respect to the same other than the agreements or understandings set forth in the Lease.

Section 3.17 Tangible Personal Property.

(a) Section 3.17(a) of the Disclosure Schedule lists each item or distinct group of machinery, equipment, tools, supplies, furniture, fixtures, personalty, vehicles, books, computer equipment and other tangible personal property (the "Tangible Personal Property") used in the Business and all such Tangible Personal Property is included in the Assets.

(b) Section 3.17(b) of the Disclosure Schedule sets forth a true and complete list of all leases for Tangible Personal Property and any and all material ancillary documents pertaining thereto (including all amendments, consents and evidence of commencement dates and expiration dates).

(c) The Sellers have the full right to exercise any renewal options contained in the leases pertaining to the Tangible Personal Property on the terms and conditions contained therein and upon due exercise would be entitled to enjoy the use of each item of leased Tangible Personal Property for the full term of such renewal options.

(d) The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of Tangible Personal Property included in the Assets are structurally sound, are in good operating condition and repair, are in compliance with applicable Laws, covenants, conditions, restrictions, easements, licenses, permits, and Contracts, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

Section 3.18 Assets.

(a) Each of the Sellers own, lease or have the legal right to use all the Assets used or intended to be used in the conduct of the Business, and, with respect to contract rights, is a party to and enjoys the right to the benefit of all Contracts and other arrangements used or intended be used by the Sellers or in or relating to the conduct of the Business. The Sellers have good and marketable title to, or, in the case of leased Assets, valid and subsisting leasehold interests in, all the Assets being transferred by the Sellers to the Purchaser, free and clear of all Encumbrances other than Permitted Encumbrances.

(b) The Assets constitute all the properties, assets and rights forming a part of, used, held or currently intended to be used in, and all such properties, assets and rights as are necessary in the conduct of, the Business. The Sellers have caused the Assets to be maintained in accordance with good business practice, and all the Assets are in good operating condition and repair and are suitable for the purposes for which they are used and intended, ordinary wear and tear excepted. None of the Excluded Assets are necessary to the conduct of the Business.

(c) The Sellers have the complete and unrestricted power and unqualified right to sell, assign, transfer, convey and deliver the Assets to the Purchaser without penalty or other adverse consequences. Following the consummation of the transactions contemplated by this Agreement and the execution of the instruments of transfer contemplated by this Agreement, the Purchaser will own, with good, valid and marketable title, or lease, under valid and subsisting leases, or otherwise acquire the interests of the Sellers in the Assets, free and clear of any Encumbrances, other than Permitted Encumbrances.

Section 3.19 Customers. Set forth in Section 3.19 of the Disclosure Schedule are the names of each of the top ten (10) customers of the Business for the years ended December 31, 2020 and December 31, 2021, and year to date the amount for which each such customer was invoiced during such period. The Sellers have not received any notice that any significant customer of the Business has ceased, or will cease, to use the products, equipment, goods or services of the Business, or has substantially reduced, or will substantially reduce, the use of such products, equipment, goods or services at any time.

Section 3.20 Suppliers. Set forth in Section 3.20 of the Disclosure Schedule are the names of each of the top (10) most significant suppliers of raw materials, supplies, merchandise and other goods for the Business for the years ended December 31, 2020 and December 31, 2021, and year to date the amount for which each such supplier invoiced any Seller during such period. The Sellers have not received any notice that any such supplier will not sell raw materials, supplies, merchandise and other goods to the Purchaser at any time after the Closing on terms and conditions substantially similar to those used in its current sales to the Business, subject only to general and customary price increases.

Section 3.21 Employee Benefit Matters.

(a) Section 3.21 of the Disclosure Schedule hereto contains a true and complete list of each employment, bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other stock-based incentive, severance, change-in-control, or termination pay, hospitalization or other medical, disability, life or other insurance, supplemental unemployment benefits, profit-sharing, pension, or retirement plan, program, agreement or arrangement, and each other employee benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be contributed to for the employees of the Business by the Sellers that would be deemed a "single employer" within the meaning of Section 4001(b)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (the "Benefit Plans"). Section 3.21 of the Disclosure Schedule identifies each of the Benefit Plans that is an "employee welfare benefit plan," or "employee pension benefit plan" as such terms are defined in Sections 3(1) and 3(2) of ERISA (such plans being hereinafter referred to collectively as the "ERISA Plans").

(b) None of the Benefit Plans is subject to Title IV of ERISA and no fact or event exists that could give rise to any liability under Title IV of ERISA. None of the Benefit Plans provides for the payment of separation, severance, termination or similar-type benefits to any Person or obligates the Sellers to pay separation, severance, termination or similar-type benefits solely as a result of any transaction contemplated by this Agreement or as a result of a "change in control," within the meaning of such term under Section 280G of the Code. None of the Benefit Plans provides for or promises retiree medical, disability or life insurance benefits to any current or former employee, officer or director of the Sellers, except as may be required under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). Each of the Benefit Plans is subject only to the laws of the United States or a political subdivision thereof.

(c) Each of the Benefit Plans and the ERISA Plans has been operated and administered in all material respects in accordance with applicable laws, rules and regulations, including but not limited to ERISA and the Code. The Sellers have performed all material obligations required to be performed by it under, is not in any respect in default under or in violation of, and has no knowledge of any default or violation by any party to, any Benefit Plan. No Action is pending or, to the Knowledge of the Sellers, threatened with respect to any Benefit Plan (other than claims for benefits in the ordinary course) and no fact or event exists that could give rise to any such Action or claim.

(d) Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS that it is so qualified, and each trust established in connection with any Benefit Plan that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination letter from the IRS that it is so exempt, and no fact or event has occurred since the date of such determination letter from the IRS to affect adversely the qualified status of any such Benefit Plan or the exempt status of any such trust.

(e) The Sellers are in compliance with the requirements of the Workers Adjustment and Retraining Notification Act (the "WARN Act") and has no Liabilities pursuant to the WARN Act.

(f) No benefit under any Benefit Plan is or will be an Assumed Liability.

Section 3.22 Employment Laws. Except to the extent expressly provided in Section 3.22 of the Disclosure Schedule:

(a) The Sellers are in compliance with all federal, state or other applicable laws respecting employment and employment practices, including, without limitation, terms and conditions of employment, wages and hours, immigration, and occupational safety with respect to the Business (except for violations or failures to comply which are not reasonably likely to result in a Material Adverse Effect), and has not received notice of, and, to the Knowledge of the Sellers, is not engaged in, any unfair labor practice with respect to the Business.

(b) There is no unfair labor practice complaint against the Sellers pending or, to Knowledge of the Sellers, threatened before the National Labor Relations Board ("NLRB").

(c) There is no labor strike, dispute, slowdown or stoppage pending or, to Knowledge of the Sellers, threatened against or affecting the Business.

(d) There are no claims, grievances or arbitration proceedings, workers' compensation proceedings, labor disputes (including charges of violations of any federal, state or local laws or regulations relating to current or former employees (including retirees) or current or former applicants for employment), governmental investigations or administrative proceedings of any kind pending or, to the Knowledge of Sellers', threatened against or relating to the Business, its employees or employment practices, or operations as they pertain to conditions of employment; nor are the Sellers subject to any order, judgment, decree, award or administrative ruling arising from any such matter.

Section 3.23 Certain Interests.

(a) Except as set forth in Section 3.23(a) of the Disclosure Schedule, no officer or director of the Sellers or any relative or spouse (or relative of such spouse) of any such stockholder, officer or director:

(i) has any direct or indirect financial interest in any competitor, supplier or customer of the Sellers or the Business; provided, however, that the ownership of securities representing no more than three percent of the outstanding voting power of any competitor, supplier or customer, and which are also listed on any national securities exchange, shall not be deemed to be a "financial interest" so long as the Person owning such securities has no other connection or relationship with such competitor, supplier or customer;

(ii) owns, directly or indirectly, in whole or in part, or has any other interest in any tangible or intangible property which any Seller uses or has used in the conduct of the Business or otherwise;

(iii) has outstanding any Indebtedness to any Seller; or

(iv) has entered into any transactions with any Seller or its Affiliates (relating to the Business) which are currently in effect or which occurred or were in effect at any time on or after January 1, 2022.

(b) The Sellers do not have any Liability or any other obligation of any nature whatsoever to any officer, director or stockholder of such Seller or to any relative or spouse (or relative of such spouse) or is a dependent of, any such officer, director or stockholder.

Section 3.24 Taxes.

(a) All Tax Returns required to be filed with respect to the Assets or the Business have been timely filed.

(b) All Taxes required to be shown on such Tax Returns or otherwise due by or with respect to the Sellers, the Assets or the Business have been timely paid.

(c) All such Tax Returns are true, correct and complete in all material respects.

(d) No adjustment relating to such Tax Returns has been proposed formally or informally by any Governmental Authority and no basis exists for any such adjustment.

(e) The Sellers have properly and timely withheld, collected and paid all Taxes required to have been withheld, collected and paid in connection with amounts owing with respect to the Business to any employee, independent contractor, creditor, stockholder or other third party.

(f) There are no pending or to Sellers' knowledge threatened Actions for the assessment or collection of Taxes against the Sellers (insofar as either relates to the activities or income of the Sellers or the Business or could result in liability of the Sellers on the basis of joint and/or several liability) or any corporation that was included in the filing of a Tax Return with the Sellers on a consolidated or combined basis.

(g) There are no Tax liens on any properties or assets of the Sellers, including the Assets and the Business.

Section 3.25 Insurance. Section 3.25 of the Disclosure Schedule lists all insurance policies of the Sellers covering the Assets, products, employees, and operations of the Sellers as of the date hereof. Each such policy is in full force and effect, all premiums due thereon have been paid by the Sellers, and each Seller has complied in all material respects with the provisions of such policy and has not received notice from any of its insurance brokers or carriers that such broker or carrier will not be willing or able to renew its existing coverage. All material assets, properties and risks of the Sellers are, and for the past five (5) years have been, covered by valid and, except for insurance policies that have expired under their terms in the ordinary course, currently effective insurance policies or binders of insurance (including general liability insurance, property insurance and workers' compensation insurance) issued in favor of the Sellers with insurance companies, in such types and amounts and covering such risks as are consistent with customary practices and standards of companies engaged in businesses and operations similar to those of the Sellers.

Section 3.26 Regulatory Compliance. The Sellers have and at all times has been in material compliance with all Food and Supplement Regulations. With respect to all Products covered under the US Federal Food, Drug and Cosmetic Act ("Act"), if any, sold by the Sellers, as of the dates and times of shipment and as of the dates and times of delivery: (a) no Products and no portion of any Products were adulterated, misbranded, mislabeled or unsafe, as those terms are used in the Act, (b) no such Products and no portion of any such Products constituted an article which may not, under the provisions of the Act, be introduced into interstate commerce, and (c) all such Products were produced and furnished in accordance with the terms and requirements of the Act or at least within the terms and requirements of an applicable substantially similar federal, state or local law or ordinance.

Section 3.27 Brokers. Except as listed in Section 3.27 of the Disclosure, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of the Sellers.

Section 3.28 Full Disclosure. No representation or warranty by Sellers in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to the Sellers to enter into this Agreement, the Purchaser hereby represents and warrants to the Sellers and Parent as follows:

Section 4.01 Organization, Authorization and Qualification of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Purchaser has all necessary corporate power and authority to consummate the transactions contemplated by this Agreement and the Ancillary Agreements to which it is a party. All necessary corporate actions taken by the Purchaser have been duly authorized, and the Purchaser has not taken any action that in any respect conflicts with, constitutes a default under or results in a violation of any provision of its certificate of incorporation or organizational documents. Assuming the due authorization, execution and delivery by the other parties hereto and thereto and the validity and binding effect hereof and thereof on the other parties hereto and thereto, when executed by the Purchaser, and subject to approval by the requisite voting percentage of Purchaser's shareholders with respect to the purchase of the Assets, this Agreement, the Ancillary Agreements and all other agreements to which it is a party shall constitute valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

Section 4.02 No Conflict. Assuming the making and obtaining of all filings, notifications, consents, approvals, authorizations and other actions referred to in Section 4.03, except as may result from any facts or circumstances relating solely to the Sellers, the execution, delivery and performance by the Purchaser of this Agreement and the Ancillary Agreements to which the Purchaser is a party do not and will not (a) violate, conflict with or result in the breach of any provision of the certificate of incorporation or by-laws of the Purchaser, (b) conflict with or violate any Law or Governmental Order applicable to the Purchaser or (c) conflict with, or result in any breach of, constitute a default (or event that with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, Contract, franchise or other instrument or arrangement to which the Purchaser is a party, which would adversely affect the ability of the Purchaser to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement or the Ancillary Agreements.

Section 4.03 Governmental Consents and Approvals. The execution, delivery and performance by the Purchaser of this Agreement and each Ancillary Agreement to which the Purchaser is a party do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to any Governmental Authority.

Section 4.04 Litigation. No Action by or against the Purchaser is pending or, to the knowledge of the Purchaser, threatened, that could affect the legality, validity or enforceability of this Agreement, any Ancillary Agreement or the consummation of the transactions contemplated hereby or thereby.

Section 4.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of the Purchaser.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.01 Access to Information; Confidentiality.

(a) Except to the extent the Purchaser receives any of the following items in connection with the Closing, for a period of three (3) years after the date hereof or until the expiration of the record retention period under relevant federal or state requirements, if longer, the Sellers shall not destroy or otherwise dispose of any of the books, records, files or documents that relate to the Business without giving the Purchaser at least ninety (90) days' prior written notice and an opportunity, at such other party's cost and expense, to take possession or make extracts or copies thereof. "Books, records, files or documents" shall include copies of any insurance policies, testing logs, application records, personnel files, financial statements, operational reports, policies and procedures, correspondence, all reports prepared for or provided to any Governmental Authority, all records retained pursuant to relevant Governmental Authority requirements. After the Closing Date, for a period of up to one hundred eighty (180) days, the Sellers shall permit the Purchaser, its officers, counsel, accountants and other authorized representatives during normal business hours and on reasonable written notice, to have access to and examine and make copies of any books, records, files or documents, in its possession that relate to or concern the Business or its operations, provided that the Purchaser will bear any costs, other than wages and salaries and employee benefits of relevant personnel, of obtaining such access.

(b) The Sellers and Parent agree for a period of sixty (60) months after the Closing to, and shall cause their agents, Representatives, Affiliates, employees, officers and directors to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) the Confidential Information, (ii) in the event that the Sellers or any such agent, Representative, Affiliate, employee, officer or director becomes legally compelled to disclose any such information, provide the Purchaser with prompt written notice of such requirement so that the Purchaser may seek a protective order or other remedy or waive compliance with this Section 5.01, (iii) in the event that such protective order or other remedy is not obtained, or the Purchaser waives compliance with this Section 5.01, furnish only that portion of such confidential information which is legally required to be provided and exercise its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such information, and (iv) promptly furnish (prior to, at, or as soon as practicable following, the Closing) to the Purchaser any and all copies (in whatever form or medium) of all such confidential information then in the possession of the Sellers, the Parent or any of their agents, representatives, Affiliates, employees, officers and directors and destroy any and all additional copies then in the possession of the Sellers, the Parent or any of their agents, Representatives, Affiliates, employees, officers and directors of such information and of any analyses, compilations, studies or other documents prepared, in whole or in part, on the basis thereof; provided, however, that this sentence shall not apply to any information that, at the time of disclosure, is available publicly and was not disclosed in breach of this Agreement by the Sellers, the Parent their agents, Representatives, Affiliates, employees, officers or directors. The Sellers and the Parent agree and acknowledge that remedies at law for any breach of its obligations under this Section 5.01 are inadequate and that in addition thereto the Purchaser shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach.

Section 5.02 Regulatory and Other Authorizations; Notices and Consents.

(a) The parties hereto shall cooperate in good faith and each party hereto shall use commercially reasonable efforts to obtain all certifications, other authorizations, consents, orders and approvals of all Governmental Authorities and officials that may be or become necessary for such party's execution and delivery of, and the performance of its obligations pursuant to, this Agreement and the Ancillary Agreements and will cooperate fully with the other parties in promptly seeking to obtain all such authorizations, consents, orders and approvals, including by filing any application in connection therewith on a timely basis.

(b) The Sellers shall give promptly such notices to third parties and use all reasonable efforts to obtain such third-party consents and estoppel certificates as the Purchaser may in its sole discretion deem necessary or desirable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(c) The Purchaser shall cooperate and use all reasonable efforts to assist the Sellers in giving such notices and obtaining such consents and estoppel certificates; provided, however, that the Purchaser shall have no obligation to give any guarantee or other consideration of any nature in connection with any such notice, consent or estoppel certificate or to consent to any change in the terms of any agreement or arrangement that the Purchaser in its sole discretion may deem adverse to the interests of the Purchaser or the Business.

(d) The Sellers and the Purchaser agree that, in the event that any certification or other consent, approval or authorization necessary or desirable to preserve for the Business any right or benefit under any Contract or other arrangement to which any Seller is a party is not obtained prior to the Closing, the Sellers will, subsequent to the Closing, cooperate with the Purchaser in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable. If such certification or other consent, approval or authorization cannot be obtained, the Sellers shall use their commercially reasonable efforts to provide the Purchaser with the rights and benefits of the affected Contract or other arrangement for the term of such Contract or other arrangement, and, if the Sellers provides such rights and benefits, the Purchaser shall assume the obligations and burdens thereunder.

Section 5.03 Assignment of Assets.

(a) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute a sale, assignment, transfer or conveyance (a "Transfer") or an agreement to Transfer any Asset, or any claim, right or benefit arising thereunder or resulting therefrom (collectively, the "Interests") if an attempted Transfer thereof, without the consent, waiver, confirmation, novation or approval (a "Consent") of a third party, would constitute a breach or other contravention thereof, be ineffective or in any way adversely affect any rights thereunder, unless and until such Interest can be effectively Transferred without such breach, contravention or adverse effect, at which time each such Interest shall be deemed to be so Transferred. Until such Transfer, all such Interests shall be held in trust by the Sellers for the sole benefit of Purchaser.

(b) The Sellers shall use all reasonable efforts to promptly obtain all necessary Consents to Transfer, free and clear of all Encumbrances except for Permitted Encumbrances, all such Interests and Sellers shall pay and discharge all costs of obtaining any such Consent whether before or after the Closing.

(c) To the extent any Consents necessary to Transfer any Interest have not been obtained or are not in effect as of the Closing, the Sellers shall promptly notify the Purchaser of each such occurrence, and the Sellers and Purchaser shall, during the remining term of such Interest, use all reasonable efforts to (i) cooperate in any reasonable and lawful arrangements designed to provide the benefits of such Interest to the Purchaser, in which case the Purchaser shall pay or satisfy the corresponding obligations for the enjoyment of such benefits to the extent the Purchaser would have been responsible therefor if such Consent had been obtained and such Interest had been transferred to Purchaser; and (ii) enforce, at the request of the Purchaser, any rights of the Sellers arising from such Interest against the issuer thereof or the other party or parties thereto (including the right to elect to terminate any such Interest in accordance with the terms thereof with the consent of the Purchaser).

(d) If any Interest has not been so Transferred to the Purchaser on the date which is one year following the Closing, then, unless the Purchaser shall otherwise direct the Sellers to continue any arrangement pursuant to subsection (c) above, the Sellers shall thereafter retain such Interest and shall pay to the Purchaser, as an adjustment to the Purchase Price, the greater of (i) the amount reflected on the balance sheet of the Business as of the Closing for such Interest, and (ii) the fair market value of such Interest, as determined by a nationally recognized independent appraisal firm reasonably satisfactory to the Purchaser and the Sellers, in each case plus interest thereon from the Closing to the date of such payment at the then-prevailing Federal Funds Rate plus three percent (3%). The Parties shall share equally in payment of all fees and expenses of such appraisal firm.

(e) Nothing in this Section 5.03 shall be deemed a waiver by the Purchaser of its right to receive at the Closing an effective Transfer of all of the Assets nor shall this Section 5.03 be deemed to constitute an agreement to exclude any asset, property or right from the Assets.

Section 5.04 Non-Competition; Non-Solicitation; Non-Disparagement.

(a) For a period of three (3) years commencing on the Closing Date (the "Restricted Period"), neither the Sellers nor the Parent shall, and shall not permit any of their Affiliates officers, managers, directors, equity holders, members or Representatives to, directly or indirectly, (i) engage in or assist others in engaging in the Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Sellers and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, the Sellers, the Parent, their Affiliates, officers, managers, directors, equity holders, members or Representatives may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if the Sellers or the Parent are not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person. During the Restricted Period, the Sellers and the Parent shall not, and shall not permit any of their Affiliates, officers, managers, directors, equity holders, members or Representatives to, directly or indirectly, hire or solicit any (i) Continuing Employees, or (ii) Person who was or is employed by the Purchaser or its Affiliates to provide services to the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees of the Purchaser or its Affiliates, and provided that the Sellers or the Parent do not directly or indirectly participate in the recruitment or hiring process.

(b) During the Restricted Period, each Seller and the Parent shall not, and shall cause each of its Affiliates, officers, managers, directors, equity holders, members, or Representatives not to, disparage the Business, the Purchaser or the Purchaser's Affiliates, officers, employees, directors, managers, or agents in any way, including by making statements that would call into question the professional competence, business competence or reputation of any of them.

(c) Each Seller and the Parent acknowledges that a breach or threatened breach of this Section 5.04 would give rise to irreparable harm to the Purchaser, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by the Sellers or the Parent of any such obligations, the Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, or specific performance (without any requirement to post bond).

(d) Each Seller and the Parent acknowledges and agrees that (i) the restrictions contained in this Section 5.04 are reasonable and necessary to protect the legitimate interests of the Purchaser and its Affiliates and constitute a material inducement to the Purchaser to enter into this Agreement and consummate the transactions contemplated by this Agreement, and (ii) the Purchase Price to be paid to the Sellers hereunder is sufficient consideration for the five (5) year component of the Restricted Period. In the event that any covenant contained this Section 5.04 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 5.04 and each provision thereof and hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions thereof or hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.05 Use of Intellectual Property.

(a) The Sellers acknowledge that from and after the Closing, the name Probulin and all similar or related names, marks and logos relating to the Business, including the sale, distribution or provision of any dietary digestive or probiotic supplement Products by the Sellers or any of their Affiliates (all of such names, marks and logos being the "Seller Marks") shall be owned by the Purchaser, that neither the Sellers nor any of their Affiliates shall have any rights in the Seller Marks and that neither the Sellers nor any of their Affiliates will contest the ownership or validity of any rights of the Purchaser in or to the Seller Marks.

(b) From and after the Closing, neither the Sellers nor any of their Affiliates shall use any of the Transferred Intellectual Property.

Section 5.06 Tax Matters.

(a) All applicable real and personal property taxes due after the Closing Date in respect of a taxable year beginning before and ending after the Closing Date shall be prorated and shall be the responsibility of the Sellers up to and including the Closing Date. The balance of any such Taxes shall be borne by the Purchaser, and, if the Sellers shall have paid any of the same, the Purchaser shall promptly reimburse such Seller therefor. In determining the amount of such Taxes accruing up to and including the Closing Date with respect to taxable years beginning before and ending after the Closing Date, the amount of such Taxes for the entire year shall be multiplied by a fraction the numerator of which is the number of calendar days in the year ending on the Closing Date and the denominator of which is the number of calendar days in the entire year. Notwithstanding any other provision in this Agreement, the Sellers' obligation for such Taxes accruing up to and including the Closing Date shall survive the statute of limitations for assessing or reassessing such Taxes, and if there is a subsequent assessment or reassessment of such Taxes, the Seller shall promptly pay the Purchaser the amount of its allocable share of such Taxes, which shall then be paid to the taxing authorities. If the Purchaser receives a refund of Taxes applicable to an assessment or reassessment for the period that the Sellers owned the property, then the Purchaser shall promptly pay the Seller such amount.

(b) The Sellers and the Purchaser agree that all payments made under this Section 5.06, and under other indemnity provisions of this Agreement shall be treated as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof except to the extent that the laws of a particular jurisdiction provide otherwise, in which case such payments shall be made in an amount sufficient to indemnify the relevant party on an after-Tax basis.

(c) The Sellers and the Purchaser shall provide each other with such cooperation and information as either of them reasonably may request in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes, participating in or conducting any audit or other proceeding in respect of Taxes or making representations to or furnishing information to parties subsequently desiring to purchase all or a part of the Assets or the Business from the Purchaser. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by Tax authorities. The Sellers shall make their employees available on a basis mutually convenient to the parties to provide explanations of any documents or information provided hereunder. Notwithstanding anything to the contrary herein, the Sellers and the Purchaser shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Sellers and the Business for each taxable period first ending after the Closing Date and for all prior taxable periods until the later of (i) the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods, or (ii) six (6) years following the due date (without extension) for such Tax Returns. Any information obtained under this Section 5.06(c) shall be kept confidential in accordance with Section 5.01 except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting an audit or other proceeding.

(d) Notwithstanding anything to the contrary contained herein, payment by the indemnitor of any amount due under this Section 5.06 shall be made within ten (10) days following written notice by the indemnitee that payment of such amounts to the appropriate Tax authority is due. If the Purchaser receives an assessment or other notice of Taxes due for which the Purchaser is not responsible under this Section 5.06, then the Purchaser shall promptly forward such assessment or other notice to the Sellers for payment, and the Sellers shall promptly pay such Taxes (unless such Taxes are in dispute and such dispute is being or will be conducted to resolve the tax claim, in which case the taxes will then be paid to the taxing authorities at the conclusion of the dispute assuming such taxes are then owed), or if the Purchaser pays such Taxes, then the Seller shall pay to the Purchaser, in accordance with the first sentence of this Section 5.06(d), the amount of such Taxes for which the Purchaser is not responsible.

(e) Notwithstanding anything to the contrary contained herein, all transfer, transfer gains, documentary, sales, use, stamp and registration Taxes (collectively, the "Transfer Taxes") incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne by the Purchaser.

Section 5.07 Employee Matters.

(a) The Purchaser shall offer employment to the employees set forth on Section 5.07(a) of the Disclosure Schedule (each an "Offered Employee") on an "at-will" basis and the Sellers shall cause the employment of all Offered Employees to cease employment as of the end of the Closing Date. Such employment shall be at substantially similar base compensation rate for such Offered Employees' as currently in effect (those who accept the offer of such employment, a "Continuing Employee"), provided, that each such Continuing Employee's offer of employment shall be conditional upon such employee's satisfactory completion of a background check and execution of the standard new hire documentation of the Purchaser or such Affiliate. For the avoidance of doubt, nothing in this Agreement shall be construed to give or vest in any employees of the Sellers (including the Continuing Employees) any right or entitlement to employment, engagement or continued employment or engagement or to a particular level of compensation or benefits with or from the Purchaser and nothing herein shall obligate the Purchaser (or any of its Affiliates) to provide continued employment to any employee of the Sellers (including any Continuing Employee) for any specified period of time following the Closing or to maintain the same terms of employment (including compensation and benefits) for any specified period of time following the Closing, and nothing herein shall limit the Purchaser's (or its Affiliates') rights to terminate its business relationship with, or the employment of, any Continuing Employee at any time for any lawful reason or for no reason.

(b) The Sellers shall be responsible for the payment of all salaries, bonus, holiday pay, severance pay, vacation pay, sick pay, PTO and other wages or compensation earned by the Sellers' employees (including the Continuing Employees) during all periods ending on or prior to the Closing. The Sellers shall be responsible for the payment of any amounts due to its employees (including the Continuing Employees) pursuant to the Benefit Plans of the Sellers or their Affiliates, as applicable, as a result of the employment of such employees by the Sellers on or prior to the Closing Date, and, in determining bonuses and other similar payments due to the Continuing Employees for any period ended on or prior to the Closing Date, the Sellers shall, if payment thereof will occur after the Closing Date, waive any requirement that such employees be employees of such Seller on the date such bonuses or other similar payments are paid. For the avoidance of doubt, the Sellers shall be responsible for all Liabilities associated with such Seller's termination of any of its employees on or prior to the Closing Date.

Section 5.08 Further Action; Wrong Pockets; Assigned Contracts.

(a) Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement, the Ancillary Agreements and all other agreements contemplated hereby and thereby to which it is a party and consummate and make effective the transactions contemplated hereby and thereby.

(b) If, at any time following the Closing, the Sellers or their Affiliates: (i) hold or receive any assets that as of the Closing Date would have been deemed Assets (other than Excluded Assets), such assets shall be promptly transferred by the Sellers or its applicable Affiliate to the Purchaser (or its designee), and (ii) incurs any Liability that as of the Closing Date would have been deemed an Assumed Liability (other than the Excluded Retained Liabilities), such Liabilities will be promptly transferred by the Sellers or their applicable Affiliate to, and shall be assumed by, the Purchaser (or its designee), in the case of each of (i) and (ii) above, for no additional consideration. Notwithstanding anything to the contrary in this Agreement, any Assets, including any Transferred IP, Transferred IP Rights, and Transferred Technology, that are not properly disclosed on the Disclosure Schedule, but should have been disclosed on the Disclosure Schedule, shall be considered "held" for purposes of this Section 5.08(b).

(c) If, anytime following the Closing, the Purchaser or its Affiliates: (i) hold or receive any assets that as of the Closing Date would not have been deemed Assets or are Excluded Assets, such assets shall be promptly transferred by the Purchaser or its applicable Affiliate to the Sellers (or their designee), and (ii) incurs any Liability that as of the Closing Date would have been deemed an Excluded Liability (other than the Assumed Liabilities), such Liabilities will be promptly transferred by the Purchaser or its applicable Affiliate to, and shall be assumed by, the Sellers (or their designee), in the case of each of (i) and (ii) above, for no additional consideration.

(d) At any time following the Closing, Purchaser has the right, in its sole discretion, to reject and not assume any Contract set forth in Section 3.14(a) of the Disclosure Schedules within ninety (90) days following the later of (i) Closing, (ii) disclosure or (iii) discovery of such Contract.

ARTICLE VI

INDEMNIFICATION

Section 6.01 Survival of Representations and Warranties. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date; provided, that (a) the representations and warranties in Section 3.01, Section 3.02, Section 3.04, Section 3.07, Section 3.18, Section 3.23, Section 3.24 and Section 3.27 (the "Sellers Fundamental Reps") and representations and warranties in Section 4.01, Section 4.02 and Section 5.05 (the "Purchaser Fundamental Reps") shall survive the applicable statute of limitations plus thirty (30) Business Days, and (b) claims based on the fraud or willful misconduct of the other party shall survive indefinitely. All covenants and agreements of the parties contained herein shall survive the Closing for the full period of all applicable statutes of limitations, plus thirty (30) Business Days, or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 6.02 Indemnification by Sellers. Subject to the other terms and conditions of this Article VI, the Sellers, jointly and severally, shall indemnify and defend each of Purchaser and its Affiliates and their respective Representatives (collectively, the "Purchaser Indemnitees") from and against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to, or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Sellers contained in this Agreement or the other Ancillary Agreements, as each such representation or warranty would read if all qualifications as to materiality were deleted therefrom both for purposes of determining the existence of an inaccuracy or breach and for purposes of calculating Losses with respect thereto;

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Sellers pursuant to this Agreement or the other Transaction Documents;

(c) any Excluded Asset or any Excluded Liabilities;

(d) all Taxes of Sellers, or any Affiliate of Sellers, or any equityholder of any thereof; (ii) all Taxes of persons other than Sellers imposed on Sellers, or for which Sellers otherwise may be liable, including, without limitation, as a result of Sellers having been a member of an affiliated, combined or unitary group prior to the Closing Date (including such Taxes for which the Sellers may otherwise be liable pursuant to Treasury Regulations § 1.1502-6 or any similar provision); (iii) all Taxes relating to the Assets or the Business for any taxable period (or any portion thereof) ending on or prior to the Closing Date; (iv) Losses attributable to any breach of the representation and warranties in Section 3.24; (iv) Losses attributable to any breach of a covenant related to Taxes in this Agreement, and (v) all Taxes imposed by any Governmental Authority with respect to any of the Assets or the Business resulting from the Seller's failure to file Tax Returns in the Governmental Authority's jurisdiction prior to the Closing;

(e) fraud or willful misconduct by any Seller, their Affiliates or their Representatives;

(f) any unpaid Indebtedness affecting the Assets or Business; or

(g) any unpaid Transaction Expenses of the Sellers incurred in connection with the negotiation, execution or performance of this Agreement or any Ancillary Agreements.

Section 6.03 Indemnification by the Purchaser. Subject to the other terms and conditions of this Article VI, the Purchaser shall indemnify and defend each Seller from and against, and shall hold such Seller harmless from and against, and shall pay and reimburse such Seller for, any and all Losses incurred or sustained by, or imposed upon, such Seller based upon, arising out of, with respect to, or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Purchaser contained in this Agreement or the other Transaction Documents, as each such representation or warranty would read if all qualifications as to materiality were deleted therefrom both for purposes of determining the existence of an inaccuracy or breach and for purposes of calculating Losses with respect thereto; or

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Purchaser pursuant to this Agreement.

Section 6.04 Limitations.

(a) Except in the case of the Sellers Fundamental Reps; Section 6.02(b); Section 6.02(c); Section 6.02(d); Section 6.02(e); Section 6.02(f) or Section 6.02(g):

(i) the Sellers shall not be liable to the Purchaser Indemnitees for indemnification under Section 6.02(a) until the aggregate amount of all Losses in respect of indemnification under Section 6.02(a) exceeds $15,000 (the "Basket"), in which event the Sellers shall be required to pay or be liable for all such Losses from the first dollar; and

(ii) the Sellers' aggregate Liability with respect to Losses incurred pursuant to Section 6.02(a) shall not exceed $250,000 (the "Cap").

(b) The Sellers' aggregate Liability with respect to Losses incurred pursuant the Sellers Fundamental Reps and Section 6.02(b) shall not exceed the Purchase Price.

(c) Except in the case of the Purchaser Fundamental Reps or Section 6.03(b):

(i) The Purchaser shall not be liable to the Sellers for indemnification under Section 6.03(a) until the aggregate amount of all Losses in respect of indemnification under

Section 6.03(a) exceeds the Basket, in which event the Purchaser shall be required to pay or be liable for all such Losses from the first dollar; and

(ii) the Purchaser's aggregate Liability with respect to Losses incurred pursuant to Section 6.03(a) shall not exceed the Cap.

(d) The Purchaser's aggregate Liability with respect to Losses incurred pursuant to Section 6.03(b) shall not exceed the Purchase Price.

Section 6.05 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party; provided, however, that that the Indemnifying Party may not assume the defense of a third party claim (a) if the third party claim is asserted directly by or on behalf of a Person that is a supplier or customer of the Business, (b) the claimant seeks an injunction or other equitable relief against the Indemnified Party, (c) if a conflict of interest exists between the Indemnifying Party and the Indemnified Party that cannot be resolved through informed consent and waiver, and (c) the third party claim is a criminal Action or regulatory enforcement Action by a Governmental Authority. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action or fails to conduct the defense of such Action actively and diligently, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.06 Payments.

(a) Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VI, the Indemnifying Party shall satisfy its obligations within five (5) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds, adjusted for any offset pursuant to Section 6.06(b), below.

(b) The amounts of any undisputed Losses, if any, may be offset against the unpaid Deferred Purchase Price immediately, and the disputed amounts of such Losses with respect to Key Matters if any, shall be offset against any unpaid Deferred Purchase Price upon resolution of such disputes pursuant to Section 7.10 hereto. For the purposes hereof, "Key Matters" shall mean Losses from: (i) failure to complete the Assignment to the Purchaser of the private label supply contract between the Business and Sprouts Markets; (ii) the Assignments of Intellectual Property of the Business set forth on Exhibit 1.01(a) to the Purchaser; (iii) litigation if any, against

Sellers arising from Sellers' operation of the Business or the Assets prior to Closing impacting the Assets; (iv) breach with respect to employee matters pursuant to Section 5.07; (v) failure to obtain any required consents or assignments of those Contracts listed in Schedule 3.14(a); (vi) failure to obtain or effect any assignments of the Transferred IP, Transferred IP Rights, or Transferred Technology; (vii) any fees, costs, penalties, etc. associated with obtaining any of the consents/assignments in (v) and (vi); (viii) any unpaid Indebtedness affecting the Assets or Business; (ix) any unpaid Transaction Expenses of the Sellers incurred in connection with the negotiation, execution or performance of this Agreement or any Ancillary Agreements; and (x) any Liabilities affecting the Purchaser, Assets or Business arising from any Excluded Asset or Excluded Liability. For the avoidance of doubt, any uncollected or disputed Receivables may also be offset against any unpaid Deferred Purchase Price; provided, however, in the event that any uncollected or disputed Receivables are received by the Purchaser after they are offset against the unpaid Deferred Purchase Price, such Receivables will be remitted by the Purchaser to the Sellers not later than five (5) Business Days.

(c) Any portion of the Deferred Purchase Price due to the Sellers but unpaid, less any amounts offset as undisputed or resolved Losses pursuant to the foregoing, will bear annual interest at 8% from the date due to the date paid.

Section 6.07 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party or by reason of the fact that the Indemnified Party knew or should have known that any such representation or warranty is, was or might be inaccurate.

Section 6.08 Cumulative Remedies. The rights and remedies provided for in this Article VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at Law or in equity or otherwise.

Section 6.09 Adjustment to Purchase Price. Any indemnification payment made pursuant to this Article VI, shall be treated as an adjustment to the Purchase Price for all Tax purposes, unless otherwise required by applicable Law.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by email with receipt confirmed, by nationally recognized overnight courier service, by telecopy, facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

if to the Seller or Parent:

HempFusion, Inc.
Attn; CEO; Legal Department
1550 Larimer Street, Suite 224
Denver, CO 80202
[redacted] [Redacted - Personal Contact Information]

with a copy to;

FarPoint Venture Law, P.C.
Attn: G. Scott Greenburg
2603 3rd Ave, Suite 100
Seattle WA 98121
[redacted] [Redacted - Personal Contact Information]

if to the Purchaser:

Kadenwood, Inc.
Attn: Bob Krakauer, Chief Financial Officer
450 Newport Center Dr. Suite 550
Newport Beach, CA 92660
[redacted] [Redacted - Personal Contact Information]

with a copy to:

Squire Patton Boggs U.S. LLP
Attn: Ms. Jaime R. Daddona
2325 E Camelback Rd Suite 700
Phoenix, AZ 85016
[redacted] [Redacted - Personal Contact Information]

Section 7.03 Public Announcements. No party hereto shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated by this Agreement or otherwise communicate with any news media without the prior written consent of the other parties, and the parties shall cooperate as to the timing and contents of any such press release or public announcement.

Section 7.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

Section 7.05 Entire Agreement. This Agreement (including the Disclosure Schedule), the Ancillary Agreements and all other agreements contemplated hereby and thereby constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Sellers, on the one hand, and the Purchaser, on the other hand, with respect to the subject matter hereof and thereof.

Section 7.06 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.07 Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of such party); provided, however, that the Purchaser may assign this Agreement or any of its rights and obligations hereunder to a subsidiary or one or more Affiliates of the Parent without the consent of the Sellers so long as the obligations hereunder are unconditionally guaranteed in writing by the Parent in a guaranty agreement approved by the Sellers.

Section 7.08 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of the Sellers, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 7.09 Governing Law. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE EXHIBITS HERETO WILL BE GOVERNED BY THE INTERNAL LAW, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF ARIZONA. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in any Arizona state, federal court, provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Arizona state court sitting in Maricopa County. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in Maricopa County for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts.

Section 7.10 Binding Arbitration.

(a) In the event of any in the event of any dispute, claim or controversy (each, a "Dispute") arising under the Agreement, the parties agree to use commercially reasonable efforts to negotiate a mutually acceptable resolution; provided that, if after thirty (30) days following any party's request for such negotiation, no resolution has been reached, such Dispute shall be finally settled by confidential arbitration administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Any party may initiate arbitration by notice to the other party(ies) that will be a party to the arbitration (a "Request for Arbitration"). The arbitration shall be conducted in accordance with the JAMS rules governing commercial arbitration in effect at the time of the arbitration, except as they may be modified by the provisions of the Agreement. The place of arbitration shall be Arizona, unless an alternate location is unanimously agreed by all parties to the arbitration. The arbitration shall be conducted by one neutral arbitrator appointed by mutual agreement of the parties within fifteen (15) days after delivery of the Request for Arbitration. In the event that the parties shall fail to appoint an arbitrator and deliver notice in writing of such appointment to all other parties to the arbitration within such fifteen (15) day period, upon request of any party to the arbitration, JAMS shall appoint such arbitrator within thirty (30) days following receipt of such request. The arbitrator shall be an individual who has no direct material business relationship with any of the parties to the arbitration and who has at least twenty (20) years of experience in the practice of law specializing in corporate or commercial transactions. The arbitration shall commence within thirty (30) days after the appointment of the arbitrator; the arbitration shall be completed within forty-five (45) days following commencement; and the arbitrator's award shall be made within thirty (30) days following such completion. The parties to the arbitration shall not unreasonably withhold consent to reasonable extensions of the time limits specified in the foregoing sentence.

(b) The arbitrator will apply the substantive law (and the law of remedies, if applicable) of the State of Arizona without giving effect to the principles of conflicts of law and will be without jurisdiction to apply any different substantive law. The arbitrator will render an award and a written, reasoned opinion in support thereof. The arbitrator may entertain a motion to dismiss and/or a motion for summary judgment by any party to the arbitration, applying the standards governing such motions under the Federal Rules of Civil Procedure, and may rule upon any claim or counterclaim, or any portion thereof (each, a "Arbitration Claim"), without holding an evidentiary hearing. The parties waive to the fullest extent permitted by law any rights to appeal, or to review of, any arbitrator's award by any court. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

(c) In any Dispute under the Agreement, the arbitrator may, in the arbitrator's sole discretion, award to the prevailing party to the arbitration, if any, the attorneys' fees and costs reasonably incurred by the prevailing party to the arbitration in connection with such Dispute. If the arbitrator determines a party to the arbitration to be the prevailing party to the arbitration under circumstances where the prevailing party to the arbitration won on some but not all of the

Arbitration Claims, the arbitrator may, in the arbitrator's sole discretion, award such prevailing party to the arbitration an appropriate percentage, as determined by the arbitrator in the arbitrator's sole discretion, of the attorneys' fees and costs reasonably incurred by such prevailing party in connection with such proceeding.

(d) Nothing herein shall prevent a party from seeking injunctive relief (including specific performance), where appropriate, from a court of competent jurisdiction to compel arbitration, to prevent irreparable harm or to enforce any arbitration award.

(e) The parties agree to maintain the confidentiality as to all aspects of any arbitration, except as may be required by applicable law or order, or to maintain or satisfy any suitability requirements for any license by any governmental authority, including professional societies and organizations; provided that nothing herein shall prevent a party from disclosing information regarding the arbitration for purposes of enforcing the award or in any Dispute involving one or more of the parties. The parties further agree to obtain the arbitrator's agreement to preserve the confidentiality of the arbitration.

Section 7.11 Specific Performance. Each party hereto agrees and acknowledges that remedies at law for any breach of its obligations under this Agreement are inadequate and will cause irreparable harm and that in addition thereto, the non-breaching parties shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach.

Section 7.12 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.13 Construction. As used herein, unless the context otherwise requires: references to "Article" or "Section" are to an article or section hereof; "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular article, section or other subdivision hereof or attachment hereto; references to an agreement or other instrument or law, statute or regulation are referred to as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provision) and all regulations, rulings and interpretations promulgated pursuant thereto; and the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 7.14 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.15 Currency. Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States Dollars and all payments hereunder shall be made in United States Dollars.

Section 7.16 Parent Guarantee. Notwithstanding anything to the contrary in this Agreement, in consideration of the Purchaser's execution and delivery of this Agreement and the Purchaser's agreement to perform the transactions contemplated hereby, and as a material inducement to such execution, delivery and performance, the Parent hereby absolutely and fully guarantees any payments and other obligations owed by the Sellers pursuant to this Agreement or any other Ancillary Agreements (subject to the limitations and conditions, if any, on such obligations contained herein or therein) as and when due in accordance with the terms of this Agreement or the applicable Ancillary Agreement (the "Guaranteed Obligations"). The Parent agrees that no waiver or extension, in whole or in part, of the time for performance by the Sellers of any of their obligations under this Agreement or any Ancillary Agreements and no impairment of, or exercise or failure to exercise any claim, right or remedy of any kind or nature in connection with this Agreement or any Ancillary Agreement shall affect, impair or discharge, in whole or in part, the liability of the Parent hereunder for the full and prompt performance of the payment obligations of the Sellers under this Agreement or any Ancillary Agreements (subject to the limitations and conditions, if any, on such obligations herein). The obligations of Parent under this Section 8.15 are primary, shall be enforceable against the Parent to the same extent as if the Parent were the primary obligor (and not merely a surety), and are a guarantee of payment and not of collectability. It shall not be necessary for the Purchaser (and the Parent hereby waives any rights that the Parent may have to require the Purchaser), in order to enforce the obligations of the Sellers hereunder, first to (a) institute suit or exhaust its remedies against any other Person; (b) join the Sellers, the Parent or any other Person in any action seeking to enforce any such agreement; or (c) resort to any other means of obtaining payment from or enforcement of the payment obligations of the Sellers. Parent hereby agrees that its obligations under this Section 8.15 shall not be released, diminished, impaired, reduced or adversely affected by (i) any insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution, asset sale or transfer or change of structure, ownership or organization of the Sellers or (ii) the adequacy of any other means the Purchaser may have of obtaining payment related to the Guaranteed Obligations.

IN WITNESS WHEREOF, the Sellers, the Parent and the Purchaser have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

SELLERS

HEMPFUSION, INC. ("HEMPFUSION")

By: *"Jason Mitchell"*
Name: Jason Mitchell
Title: CEO

PROBULIN PROBIOTICS LLC ("PROBULIN")

By: *"Jason Mitchell"*
Jason Mitchell, CEO

PARENT

HEMPFUSION WELLNESS, INC. ("PARENT")

By: *"Jason Mitchell"*
Name: Jason Mitchell
Title: CEO

PURCHASER

KADENWOOD, INC. ("PURCHASER")

By: *"Erick Dickens"*
Name: Erick Dickens
Title: Chief Executive Officer