Xebra Brands Ltd
1090 Hamilton Street
Vancouver, BC, V6B 2R9

To: Elements Bioscience SAPI de CV ("**Elements**")

And To: Sativa Group Biosciences SAPI de CV ("**Sativa**")

And To: Those persons set out in Schedule "A" hereto (the "**Shareholders**") to the SEA (as hereinafter defined)

Re: **Share Exchange Agreement between Xebra Brands Ltd. ("Xebra"), Elements, Sativa and the Shareholders dated as of April 25, 2019, as amended (the "SEA")**

Capitalized terms used in this letter agreement and not otherwise defined will have the meaning given to them in the SEA.

In accordance with the provisions of Section 3.6 of the SEA and the provisions of the Escrow Agreement contemplated by Section 3.6 of the SEA, and subject to the conditions set out herein, Xebra hereby waives the Release Date as it relates to the granting of the Licenses (the "**Waiver**") with the result that the Consideration Shares shall be forthwith released to the Shareholders and the Elements Shares and the Sativa Shares shall be forthwith released to Xebra.

The Waiver is conditional upon the SEA being amended or revised as detailed herein. In this regard we confirm that, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, we have all agreed to the following:

1. The Elements Expense Amount is deemed forgiven by Xebra notwithstanding the provisions of Section 3.3 of the SEA;

2. It is acknowledged and agreed that the obligations of Xebra with respect to the Reimbursement will be fully and finally satisfied by issuing a total of 2,359,334 (the "**Reimbursement Shares**") Class A common shares of Xebra in the names and in the amounts as directed by Chemonte. The Reimbursement Shares are issued at a deemed price of CDN $0.15 per share and are collectively valued at CDN $353,900 being the Canadian dollar equivalent of US $250,000 converted at a rate of 1.4156, being the rate quoted by the Bank of Canada on March 30, 2020; and

3. The Reimbursement Shares will be subject to the Pooling Agreement as if they were referenced in Schedule D of the SEA.

4. Each of the Shareholders agree to vote the Reimbursement Shares held by them in favour of resolutions put forward by the management of Xebra at any shareholders meeting of Xebra for a period expiring on the date of Listing.

Accepting that the above accurately details your understanding of our agreement in this regard, please execute this letter where indicated and return same at your earliest convenience.

Yours truly,

XEBRA BRANDS LTD.

Per: ______________________________
Authorized Signatory

Acknowledged and Agreed to this 11th day of January, 2020.

ELEMENTS BIOSCIENCE SAPI de CV

Per: ______________________________
Authorized Signatory

SATIVA GROUP BIOSCIENCES SAPI de CV

Per: ______________________________
Authorized Signatory

THE SHAREHOLDERS, by their duly authorized representative JORDI CHEMONTE SAYROLS

Per: ______________________________
Jordi Chemonte