

## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated October 11, 2017

### B E T W E E N :

**THE SHAREHOLDERS OF NATURES HEMP CORP.**, Natures Hemp Corp. is a federal corporation incorporated pursuant to the Canada Business Corporations Act and having a registered office at Suite 1200 – 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9;

(collectively, the “**Seller**” or “**Sellers**”)

### A N D :

**PUF VENTURES INC.**, a corporation incorporated under the laws of British Columbia and having a registered office at Suite 804 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T7;

(the “**Buyer**”)

### WHEREAS:

- A. The Sellers wish to sell and the Buyer wishes to purchase 100% of the common shares of Natures Hemp Corp. (the “**Transaction**”);
- B. The Sellers are listed in Schedule A of this Agreement; and
- C. The Transaction is subject to approval of the board of directors of the Buyer.

THEREFORE, the Parties agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, the following terms have the following meanings:

- 1.1.1 “**Agreement**” means this agreement, including all Schedules and Exhibits, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
- 1.1.2 “**Authorised Representative**” means David Parry, who has been authorized by the Sellers listed in Schedule A, to execute this Agreement on their behalf.
- 1.1.3 “**Books and Records**” means books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, tax returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to the business of the Seller.

- 1.1.4 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Provinces of Ontario and British Columbia, and also excluding any day on which the principal chartered banks located in the Cities of Toronto and Vancouver are not open for business during normal banking hours.
- 1.1.5 “**Buyer**” is PUF Ventures Inc.
- 1.1.6 “**Closing**” means the completion of the sale to, and purchase by, the Buyer of the Purchased Shares pursuant to this Agreement.
- 1.1.7 “**Closing Date**” means October 13, 2017 or any other date that the Parties have agreed is the date upon which the Closing should take place.
- 1.1.8 “**Closing Time**” means 4 p.m.(Pacific time) on the Closing Date or any other time on the Closing Date as may be agreed to by the Parties.
- 1.1.9 “**Current Liabilities**” means the aggregate sum of the Seller’s trade accounts, as listed on Schedule A, payable, owing or accruing due, all other amounts owed by the Seller as at the Closing Date excluding any amount owing by the Seller to the Buyer, and all of the Seller’s liabilities for taxes, including all taxes that the Seller was required to withhold and remit to an applicable Governmental Authority in respect of any period ending prior to the Closing Date which have not been remitted.
- 1.1.10 “**Encumbrance**” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.
- 1.1.11 “**Governmental Authority**” means:
- 1.1.11.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
- 1.1.11.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.12 “**ITA**” means the *Income Tax Act* (Canada).
- 1.1.13 “**Knowledge of the Seller**” means the knowledge that the Seller either has, or would have obtained, after having made or caused to be made all reasonable inquiries necessary to obtain informed knowledge, including inquiries of the records and management employees of the Seller who are reasonably likely to have knowledge of the relevant matter.
- 1.1.14 “**Law**” or “**Laws**” means all requirements imposed by statutes, regulations, rules, ordinances, by-laws, decrees, codes, policies, judgments, orders, rulings, decisions, approvals, notices,

permits, guidelines or directives of any government, regulatory or administrative authority, agency, commission, utility or board (federal, provincial, municipal or local, domestic or foreign) having jurisdiction in the relevant circumstances.

1.1.15 “**Parties**” means the Sellers and the Buyer, collectively, and “**Party**” means either of them.

1.1.16 “**Person**” will be broadly interpreted and includes:

1.1.16.1 a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.16.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.16.3 a Governmental Authority.

1.1.17 “**Purchase Price**” is defined in Section 2.2.

1.1.18 “**Purchased Shares**” is defined in the “Context” above.

1.1.19 “**Seller**” is defined as the shareholders of Natures Hemp Corp. who are listed in Schedule A.

## **1.2 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.

## **1.3 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

By executing and delivering this Agreement, the Parties agree that, subject to the approval of the board of directors of the Buyer and the terms and conditions of this Agreement, the Seller will now sell, and the Buyer will now purchase, the Purchased Shares.

### **2.2 Amount of Purchase Price**

The purchase price payable by the Buyer to the Seller for the Purchased Shares (the “**Purchase Price**”) is Six Hundred Thousand Dollars (\$600,000.00).

### **2.3 Payment of Purchase Price**

The Buyer will now pay and satisfy the Purchase Price as follows:

2.3.1 The issuance of common shares of the Buyer, equivalent to a value of Six Hundred Thousand Dollars (\$600,000.00), as traded on the Canadian Securities Exchange (CSE: PUF) (the “**PUF Shares**”); and

2.3.2 the PUF Shares shall be issued on *pro rata* basis to the Sellers as set out in Schedule A.

### **2.4 Manner of Payment**

All payments required to be made under this Article will be made in accordance with any regulated exchange requirements.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER**

### **3.1 Capacity to Enter Agreement**

The Sellers have the authority and capacity to enter into and perform their obligations under this Agreement.

### **3.2 Binding Obligation**

The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors’ rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

### **3.3 Absence of Conflict**

None of the execution and delivery of this Agreement, the performance of the Seller's obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will result in or constitute a breach of any term or provision of, or constitute a default under, the by-laws of the Seller.

### **3.4 Title to Purchased Shares**

The Sellers are the legal and beneficial owner of the Purchased Shares and has good title to them, free and clear of any encumbrances. The Sellers have the absolute and exclusive right to sell the Purchased Shares to the Buyer as contemplated by this Agreement.

### **3.5 Residence of Seller**

The Sellers listed in Schedule A are not non-residents of Canada for purposes of the ITA.

### **3.6 Consents**

There is no requirement to obtain any consent, approval or waiver of a party under any material contract to which the Seller is a party in order to complete the transactions contemplated by this Agreement.

The Seller has been duly incorporated and organized, is validly existing and in good standing as a corporation under the Canada Business Corporations Act. No proceedings have been taken or authorized by the Seller in respect of the bankruptcy, insolvency, liquidation, dissolution or winding up of the Seller.

### **3.7 Options**

No Person has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive, contractual or otherwise) capable of becoming an agreement or option, including securities, warrants or convertible obligations of any nature, for the purchase of any securities of the Seller.

### **3.8 Corporate Records**

The corporate records and minute books of the Seller which have been made available to the Buyer contain in all material respects complete and accurate minutes of all meetings of, and all written resolutions passed by, the directors and shareholders of the Seller, held or passed since incorporation. All those meetings were held, all those resolutions were passed, and the share certificate books, registers of shareholders, registers of transfers and registers of directors of the Seller are complete and accurate in all material respects.

### **3.9 Books and Records**

The books and records of the Seller fairly and correctly set out and disclose the financial position of the Seller, and all material financial transactions of the Seller have been accurately recorded in the books and records.

### **3.10 Absence of Undisclosed Liabilities**

The Seller has no material outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt).

### **3.11 Compliance with Laws, Permits**

The Seller has, at all times up to the Closing Time, conducted the business in compliance with all applicable laws.

### **3.12 Rights to Use Personal Information**

3.12.1 All personal information in the possession of the Seller has been collected, used and disclosed in compliance with all applicable laws in those jurisdictions in which the Seller conducts, or is deemed by operation of law in those jurisdictions to conduct, the business.

### **3.13 Litigation**

3.13.1 There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of the Seller, pending, commenced or, to the knowledge of the Seller, threatened, which might reasonably be expected to have a material adverse effect or which might involve the possibility of an encumbrance against the assets of the Seller.

3.13.2 There is no outstanding judgment, decree, order, ruling or injunction involving the Seller or relating in any way to the transactions contemplated by this Agreement.

## **ARTICLE 4 SURVIVAL**

### **4.1 Further Assurances**

Each Party will, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement.

### **4.2 Amendment and Waiver**

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

### **4.3 Assignment and Enurement**

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior written consent of the other Party. This Agreement enures to the benefit of and is

binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

#### **4.4 Severability**

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part.

#### **4.5 Counterparts and Electronic Delivery**

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

**IN WITNESS WHEREOF** each of the Parties hereto have executed this Agreement on the date first above written.

**NATURES HEMP CORP.**

**PUF VENTURES INC.**

Per:

Per:

"David Parry"

"Derek Ivany"

David Parry,  
Authorized Representative

Derek Ivany,  
CEO

**SCHEDULE A**

**Natures Hemp Corp.**

Current Liabilities of Seller to be paid to Buyer on Closing Date:

Cash	\$54,899.30
Common share of Natures Hemp Corp.	1,962

Pursuant to section 2.3 of the Agreement, the following Sellers are shareholders of Natures Hemp Corp. who will receive PUF Shares on a *pro rata* basis on the Closing Date at a deemed price of \$0.50 per PUF Share. A total of 1,200,000 PUF Shares will be distributed based on \$600,000 / \$0.50.

The Buyer is relying on the “asset acquisition exemption”, being section 2.12 of National Instrument 45-106 *Prospectus and Registration Exemptions*.

On the Closing Date, the PUF Shares will be issued to the Sellers and may not be traded for a period of four months and one day from the Closing Date. The certificates representing the Securities will contain the legend denoting the restrictions on transfer imposed by National Instrument 45-102 *Resale of Securities*, as follows:

**“Unless permitted under securities legislation, the holder of this security must not trade the security before [*insert date that is 4 months and one day from Closing Date*].”**

<b>Name of Shareholder</b>	<b>Number of Shares and Percentage Held of Natures Hemp Corp.</b>	<b>Pro Rata Percentage</b>	<b>Number of PUF Shares to be Issued on Closing Date</b>
Derek Ivany	451	23.0%	276,000
David Parry	450	23.0%	276,000
Anastase Maragos	90	4.5%	54,000
Chris McGillivray	10	0.5%	6,000
FusionWorx Investment Group	94	4.8%	57,600
Ibrahim Hasan	94	4.8%	57,600
Kenex Manufacturing Limited	378	19.3%	231,600
Chris McGillivray	38	1.9%	22,800
Michael Horsfall	94	4.8%	57,600
Robert V. Matthews	94	4.8%	57,600
FourOneSix Inc.	94	4.8%	57,600
Catalyst X Media Corp.	75	3.8%	45,600
<b>TOTAL:</b>	<b>1962</b>	<b>100.00%</b>	<b>1,200,000</b>