
SHARE PURCHASE AGREEMENT

BETWEEN

GOLDBELL SOUP CO.

AND

GREENHOUSE FARMS LLC.

DATED JULY 26, 2013

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SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** is made on the 26th day of August, 2013,

BETWEEN:

- 1) Goldbell Co., a company incorporated under the laws of the State of Louisiana, United States of America (the “Buyer”),

AND

- 2) Greenhouse Farms Ltd., a company incorporated under the laws of the Province of Ontario, Canada, and all of its subsidiaries (the “Seller”).

WHEREAS

The Seller is the owner of 75% of the total number of shares in Greenhouse Farms Incorporated (also known as “Greenhouse” or “the Corporation”),

AND

The Buyer wishes to purchase and the Seller wishes to sell 65% of the total number of shares in the Corporation on the terms and conditions laid out in this Agreement,

THEREFORE

The Parties enter into this Agreement in order to set out the rights and obligations of the Parties in relation to the acquisition of the Purchased Shares by the Buyer, which the Parties agree will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 – DEFINED TERMS

All terms not defined in the list below, adapted from Black’s Law Dictionary, 2nd Ed., will be given their meaning as defined elsewhere in this Agreement. All terms not defined in the list below, or in this Agreement, will be given their ordinary meaning and definition.

Arbitration – the process through which a dispute between the Buyer and Seller would be resolved by a neutral third party, whose decision is binding on both Buyer and Seller.

Arbitration Centre – a neutral third party organization, to be determined and agreed upon by Buyer and Seller, which would be responsible for resolving disputes between Buyer and Seller through Arbitration.

Closing Date and Closing Time – the date and time agreed to by both Parties for the completion for the terms and actions outlined in this Agreement required for the Buyer to receive the Purchase Price from Seller and the Seller to receive the Purchased Shares from the Buyer.

Control – the power to direct the management and policies of a legal Person (such as a corporation or other organization), directly or indirectly, for example through ownership of 50% or more of all voting shares issued by the legal Person.

Covenant – an agreement between two parties, signed and in writing in a contract, by which one party makes a legally enforceable promise to the other party that they have done something or will do something in future.

Due Diligence Report – the report produced for the Buyer, which summarizes the findings of a careful and detailed financial and legal investigation into a company, the Seller.

Execution – the completion or carrying out of an agreement; the process of signing an agreement to make it a legally binding contract

Indemnification – a promise or security (indemnity) provided by one party (the indemnifying party) to another party (the indemnified party) to give compensation if a specific hurt, loss or damage occurs.

Security – a pledge or deposit (for example, some amount of money) which one party agrees to give another party in case a promise made by the first party is broken or turns out to be untrue.

Subsidiary – a legal Person controlled by the Seller

Party (plural: **Parties**) – a legal Person involved in any legal matter, agreement, arrangement or transaction (plural: all legal Persons involved in a given legal matter, agreement, arrangement, or transaction).

Person – in legal terms, any individual, corporation, company, partnership, association, or any other organization.

Representation – A statement about some fact or circumstance made by one party to another party in order to encourage the second party to enter into a contract with the first party. The statement must be made in good faith and believed to be true and accurate by the party making the statement. If the party making the statement deliberately lies about or seriously misrepresents an important fact, the entire contract can be held to be void or cancelled.

Warranty - An agreement between two parties, signed and in writing, by which one party promises the other party that a statement or representation the first party has made is true to the best of their knowledge. If this promise is broken (Breach of Warranty) the party who gave the warranty will be required to give damages in compensation to the party who relied on the warranty.

1.2 – BEST OF KNOWLEDGE

Any reference within this Agreement to “the best of the knowledge” of the Buyer and the Seller will be interpreted to mean the actual knowledge of the Buyer and Seller and the knowledge they would have had if they had carefully looked into the relevant subject.

1.3 – CONSTRUCTION

Unless otherwise specified or the context otherwise clearly requires:

- a) references to the plural include the singular and vice versa;
- b) references to any gender include the other genders;
- c) the words “include”, “includes”, and “including” do not limit the preceding terms and shall be construed as if followed by the terms “without limitation”;
- d) the word “or” is inclusive and not exclusive;
- e) the terms “day”, “month”, and “year” refer to a calendar day, calendar month and calendar year respectively;
- f) All references to \$ or “dollars” are to United States dollars; all references to “CAD” are to Canadian dollars.

1.4 – SCHEDULES

The schedules which are to be attached to this Agreement by the Parties are incorporated into this Agreement by reference and are deemed to be part hereof.

1.5 – JOINT AND SEVERAL OBLIGATIONS

If the Seller is constituted by more than one person or legal entity, their obligations under this Agreement as the Seller are joint and several.

1.6 – EQUAL CONSTRUCTION BY PARTIES

Because both the Buyer and the Seller has participated in the negotiation and preparation of this Agreement, with representation by legal counsel, there shall be no presumption in favour of any particular Party in the interpretation of ambiguous wording in this Agreement.

This Agreement shall be construed as if prepared by all Parties equally, according to its fair meaning as a whole.

ARTICLE 2 - PURCHASE OF THE SHARES

2.1 – PURCHASED SHARES

Subject to the completion of the conditions in this Agreement, the Seller will sell, assign and transfer to the Buyer, and the Buyer will purchase and accept from the Seller, the purchased Shares totalling 65% of total ownership of the Corporation.

2.2 – PURCHASE PRICE

The total Purchase Price of all Shares being sold by seller to be bought by Buyer shall be **1.2 Billion** Dollars.

2.3 – PAYMENT OF PURCHASE PRICE

2.3.1 - On the Date of Closing, the Buyer shall transfer to Seller's legal counsel, in trust, by certified cheque or bank draft, the sum of \$1.2 Billion Dollars, which is the full Purchase Price. Seller's legal

counsel shall deposit the Purchase Price in an interest-bearing account of a Canadian Chartered Bank.

2.3.2 - On the Date of Closing, the Seller shall transfer to Buyer's legal counsel, in trust, the Ownership of the Purchased Shares. Upon completion of the transfer of Ownership of the Purchased Shares from the Seller to the Buyer Seller's legal counsel shall release the Purchase Price deposit to Seller.

2.4 – CLOSING DATE AND CLOSING TIME

The Closing Date for the Transfer of Ownership of the Purchased Shares shall be July 26, 2013. The Closing Time shall be at 3 pm, Eastern Standard Time.

ARTICLE 3 – REPRESENTATIONS, WARRANTIES AND COVENANTS

The Seller and the Shareholder, each for itself and together represent, warrant to, and make covenants for the benefit of the Purchaser, on the date of this Agreement, that:

3.1 – CORPORATION IN GOOD STANDING

The Corporation is duly organized, validly existing and in good standing under the laws of Canada.

3.2 - CORPORATE AUTHORITY AND BINDING OBLIGATION

3.2.1 - The Seller has full right, full corporate power, and absolute authority to enter into this Agreement, and to execute this Agreement as specified. The Seller is fully able to take on, and shall take on and perform all the obligations entered into by and on behalf of the Seller under this Agreement, and has received all necessary authorizations or undertaken all necessary actions in order to perform these Obligations.

3.2.2 - The Shareholder has good right, full power, and absolute authority to enter into this Agreement, and to execute this Agreement as specified and to transfer the Purchased Shares as described in this Agreement. The Shareholder is fully able to take on, and shall take on and perform all the obligations entered into by and on behalf of the Shareholder under this Agreement, and has received all necessary authorizations or undertaken all necessary actions in order to perform these Obligations.

3.3 - LABOUR AND EMPLOYMENT

3.3.1 – The Corporation has disclosed in Schedule Y all employees, employment contracts, employee benefit entitlements, union agreements and rates of remuneration for all employees or all classes and types of employees.

3.3.2 – The Corporation and its subsidiaries have complied fully with all laws, rules, regulations, and orders applicable to it relating to employment, including those relating to wages, hours, collective bargaining, occupational health and safety, pay, benefits, or any other applicable employment laws within the jurisdictions in which the Corporation or its subsidiaries operate in.

3.3.3 – Greenhouse farm head office and old farmhouse will be kept up and preserved indefinitely in their present historic state.

3.3.4 – The buyer shall allow one (1) member of the Greenhouse family to have full control over the historic portions of the property and museum, including the company cafeteria and the Greenhouse Farms museum. These buildings can only be sold to a member of the Greenhouse family at a fair market value or donated to the Ontario government.

3.3.5 – All Canadian farm, factory, and warehouse employees will be employed under a 4-year employment contract, will 12 months of severance pay.

3.4 - INTELLECTUAL PROPERTY

3.4.1 – Schedule X attached to this Agreement lists all patents, trademarks, registrations, copyrights, trade secrets, industrial designs or know-how or all other Intellectual Property owned by the Corporation or its Subsidiaries.

3.4.2 – The Corporation is the full owner of, and has good and valid title to all of the Intellectual Property listed in Schedule X.

3.4.3 – In exchange for licensing the bottle technology to Red Cross; Red Cross must cite Goldbell as an official sponsor.

3.4.4 – Greenhouse will have a warranty that all products under the Greenhouse name be approved by official food safety experts.

3.4.4 – Goldbell will market their line of carbonated juices and soups under the Goldbell name as the prominent seller with the association at the Greenhouse logo.

3.4.5 – Goldbell agrees to not sell the Brazil factory or the bottling patents for ten (10) years.

3.4.6 – Goldbell will invest \$100 million in the processing technology and juice production of high antioxidant vegetables and fruits such as blueberries, pomegranates and spinach.

3.4.7 – Greenhouse will have a veto blanket on all Goldbell products under the Greenhouse brand name

3.5 - ENVIRONMENTAL AND CORPORATE SOCIAL RESPONSIBILITY

3.5.1 – The Corporation has complied with all Environmental Laws and regulations within all jurisdictions in which the Corporation operates, and has not received any notice of non-compliance with such Environmental Laws or been convicted of an offence for such non-compliance.

3.5.2 – There are no hazardous substances located on or in any of the properties owned or used by the Corporation.

3.5.3 – Goldbell holds the right to change the label of Greenhouse Farms from organic to All Natural, as long as the recycling and waste management standards at Green House factories meet those of GreenHouse’s All Natural competitors.

3.5.4 – Of Greenhouse Farm’s profits, 0.75% will go to funding GRP, 1.99% will fund GGHOPOW, and 2.26% will go to advertising the GGHOPOW.

3.5.5 – Pesticides and/or Herbicides may be used during production of Green House Farms products so long as they are listed at the 50% mark of a list of mutually agreed on pesticides/herbicides provided by a third party.

3.6 – Confidentiality and Non-Competition

3.6.1 - [Insert any statements or promises that Greenhouse Farms is making about non-competition or confidentiality. Use a new numbered point for each new or separate statement or promise.]

3.6 – LEGAL AND BINDING

This Agreement is a legal, valid and binding obligation of the Seller and the Shareholder, enforceable against them in accordance with the Agreement's terms and governing laws. All representations, warranties and covenants of the Seller are true, complete and accurate.

4.1 - Labour and Employment

4.2 - Intellectual Property

4.2.1 - [Insert any statements or promises that Goldbell Soup is making about Intellectual Property here. Use a new numbered point for each new or separate statement or promise.]

4.3 - Environmental and Corporate Social Responsibility

4.3.1 - [Insert any statements or promises that Goldbell Soup is making about Environmental practices or Corporate Social Responsibility here. Use a new numbered point for each new or separate statement or promise.]

ARTICLE 5 – LITIGATION AND INDEMNIFICATION

5.1 – Except for the matters disclosed in the Due Diligence package, there are no actions, suits or proceedings ongoing or threatened against the Corporation.

5.2 – Except for the matters disclosed in the Due Diligence package, there are no grounds on which any action, suit or proceeding might be brought with any reasonable likelihood of success.

5.3 – Pertaining to the Bobby Black Lawsuit, it will be carried out as follows:

5.3.1 – Greenhouse agrees to continue the lawsuit against Mr. Bobby Black until the closing date 1 August 2013, after which the suit will be paid for and handled by the Goldbell legal team.

5.4 – The Ecowash lawsuit will be carried out as follows:

5.4.1 – Upon the signing of this agreement, Goldbell will completely finance the Ecowash lawsuit for one (1) year with the agreement that the suit will be handled by the Goldbell litigation team.

5.4.2 – Greenhouse will divert \$5 million of Goldbell's purchase price to an ESCOO fund. After the period of one (1) year, Greenhouse will finance all future legal fees with regard to the Ecowash lawsuit from this fund. When the fund has been exhausted, the Greenhouse team will drop the case.

5.4.3 – Goldbell agrees that upon a successful result with the Ecowash case a \$5 million dollar donation will be given to the Black estate. In the event that the Ecowash suit is successful, a \$1.5 million dollar donation will be transferred to the Black estate.

5.5 – Goldbell and Greenhouse agrees to uphold the existing contract with SYSSS Inc. (Shipping Your Shipments Shipping Services Inc.) until 1 February 2015. After this date, either Goldbell or SYSSS may terminate the contract without penalty of breach of contract.

5.6 – Upon the signing of this agreement, Greenhouse will remove their stake in the Chef Gouberdee contract. The 3-year contract will not be signed and the Greenhouse juice bottles will be used in the Goldbell “Lunchie Lunch” portfolio.

ARTICLE 6 – GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed by the applicable laws of Louisiana and the laws of the United States of America, given that the Seller receives an American lawyer from the Buyer, who will cover all legal fees, to review said governing laws.

The parties agree that the courts of Louisiana will have exclusive jurisdiction to determine all disputes and claims arising between the parties.

ARTICLE 7 – MISCELLANEOUS

7.1 – COMPLETE DISCLOSURE

All representations, warranties, information, documents or statements relating to or provided by the Corporation to the Buyer are true, accurate, complete and correct in all respects. All information and documents material to the affairs of the Company or the proposed purchase of the Purchased Shares have been disclosed to the Purchaser and the Company has not omitted to disclose any matter the omission of which makes any of such representations and warranties misleading.

7.2 – AMENDMENTS

No modifications or amendment may be made to this Agreement after execution unless agreed to by the Buyer and Seller in writing.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have duly executed this Share Purchase Agreement under seal as of this ____ day of _____, in the year _____ as follows:

Buyer:
Goldbell Soup Company
123 Soup Way, Baton Rouge, Louisiana, 70801
America

_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel

Seller:
Greenhouse Farms Limited
65 Old Farm Road, Belleville, Ontario K8N 0A1
Canada

_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel
_____ Name of Counsel [print]	_____ Signature of Counsel	_____ Name of Counsel [print]	_____ Signature of Counsel

Duly Witnessed By:

Name of Supervising Counsel

Signature of Supervising Counsel

Date

Name of Assisting Sup. Counsel

Signature of Assisting Sup. Counsel

Date