UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 6, 2019

Better Choice Company Inc.
(Exact name of registrant as specified in its charter)

Delaware	**333-161943**	**26-2754069**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

81 Prospect Street, Brooklyn, New York	**11201**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(646) 846-4280**

(Former name or former address, if changed, since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13a-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
N/A	N/A	N/A

Item 1.01 Entry into a Material Definitive Agreement

Placement Agency Agreement

In connection with the Private Placement (as defined below), on May 3, 2019, Better Choice Company Inc., a Delaware corporation (the "Company") entered into a Placement Agency Agreement (the "Placement Agency Agreement") with Canaccord Genuity LLC ("CGF"), pursuant to which CGF agreed to serve as placement agent for the Private Placement. The Company agreed to pay an aggregate placement agent fee equal to (i) 6.0% of the gross proceeds received by the Company from the Private Placement and (ii) warrants to purchase common stock of the Company equal to 3.5% of the gross proceeds received by the Company from the Private Placement. The Placement Agency Agreement contains, among other things, customary representations, warranties and agreements by the Company, customary conditions to closing and indemnification obligations of the Company and CGF.

Loan Documents

On May 6, 2019, the Company entered into a Loan Agreement (the "Loan Agreement") by and between the Company and Franklin Synergy Bank, a Tennessee banking corporation (the "Lender"), pursuant to which, at the Company's option and subject to the occurrence of the funding conditions described below and other customary funding conditions, the Lender is obligated to provide advances to the Company in an aggregate amount less than or equal to $6,200,000 (the "Loan").

Under the Revolving Line of Credit Promissory Note entered into by the Company (the "Note"), all advances bear interest from the date of such advance until such amount is due and payable (whether on any payment date, at maturity, by acceleration, or otherwise), at a fixed rate of interest equal to 3.70% per annum, which may be adjusted from time to time subject to certain conditions. In addition, the Company paid a fee of $10,000 upon closing. The Company is also required to pay a late charge equal to 5% of the aggregate amount of any payments of principal and/or interest that are paid more than 10 days after the due date.

The Note may be permanently prepaid at any time in whole or in part without penalty or premium in accordance with, and subject to any limitations on prepayments set forth in, the Loan Agreement. The Company is also required to make mandatory prepayments of the Loan and interest and expenses thereon, subject to specified exceptions, upon defaulting on any payments of principal or interest on the Loan, the occurrence of certain specified defaults of the covenants in the Loan Agreement, the occurrence of a material adverse change in the business, operations or conditions of the Company and specified other events.

TruPet LLC and Bona Vida, Inc. became guarantors of the Company's obligations under the Loan Agreement after the closing of the acquisitions described under Item 2.01 below. In addition, pursuant to a Security Agreement by and between the Company and Lender dated the date of the Loan Agreement (the "Security Agreement"), the Company has granted the Lender a security interest in all assets of the Company owned or later acquired. The Loan Agreement also contains certain events of default, representations, warranties and covenants of the Company and its subsidiaries. For example, the Loan Agreement contains representations and covenants that, subject to exceptions, restrict the Company's ability to do the following, among things: incur additional indebtedness, engage in certain asset sales, or undergo a change in ownership.

The foregoing descriptions of the Loan Agreement, the Security Agreement and the Note do not purport to be complete and are qualified in their entirety by reference to copies of these agreements which are filed hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

Executive Employment Agreements

On May 6, 2019, the Company entered into executive employment agreements with each of Damian Dalla-Longa, Co-Chief Executive Officer, Lori Taylor, Co-Chief Executive Officer, and Anthony Santarsiero, President and Director of Operations, each of which is effective as of May 6, 2019.

Each executive employment agreement sets forth the executive's position in which he or she is to serve and reporting relationship at the Company, and provides for an annual base salary, a bonus for entering into the respective employment agreements, an annual performance bonus with a specified target level, eligibility in all employee benefit plans maintained by the Company for the benefit its executives generally and severance benefits upon certain qualifying terminations of employment, as described in more detail below. Each executive's annual base salary under his or her executive employment agreement is as follows: Mr. Dalla-Longa: $300,000; Ms. Taylor: $300,000; and Mr. Santarsiero: $250,000. See the current report on Form 8-K filed by the Company with the SEC on May 8, 2019 for additional information regarding stock option grants made in connection with the entering into of the employment agreements.

Pursuant to the executive employment agreements, in the event the executive is terminated by the Company without "cause" or resigns for "good reason" (each, as defined in the executive employment agreements), the executive will be eligible to receive: (i) any accrued but unpaid base salary for services rendered to the date of termination and any accrued but unpaid expenses required to be reimbursed under such employment agreement, (ii) severance equal to 12 months of executive's base salary paid in the form of continuing installments on the Company's ordinary payroll schedule; (iii) a lump sum payment equal to his or her target bonus for the year of termination, prorated to the date of such termination; (iv) 3 months from the date of termination to exercise all vested stock options held by the executive as of the date of termination (but in no event beyond the original expiration date); (v) full vesting of the equity awards on the date of termination; and (vi) fringe benefits and perquisites consistent with the practices of the Company up to 12 months following the termination date.

In the event the executive is terminated due to death or disability, he or she (or his or her legally appointed guardian) will be eligible to receive: (i) any accrued but unpaid base salary for services rendered to the date of termination and any accrued but unpaid expenses required to be reimbursed under such employment agreement; (ii) a lump sum payment equal to his or her target bonus for the year of termination, prorated to the date of such termination; and (iii) 12 months from the date of termination to exercise all vested stock options held by the executive as of the date of termination (but in no event beyond the original expiration date).

The receipt of all of the foregoing severance payment and benefits is subject to the executive's continued compliance with all of his or her obligations to the Company, including under each executive's confidential information and non-compete agreements with the Company, and the executive's execution and delivery of a release of claims against the Company.

The information contained below in Item 3.02 related to the documentation regarding the unregistered sales of equity securities is hereby incorporated by reference into this Item 1.01. Additionally, the information contained below in Item 2.01 related to the Bona Vida Merger Agreement, Bona Vida First Amendment, TruPet Merger Agreement, TruPet First Amendment and Acquisition Registration Rights Agreements (as defined below) is hereby incorporated by reference into this Item 1.01.

The Lender and its respective affiliates have engaged in advisory roles and other commercial dealings in the ordinary course of business with the Company or its affiliates. The Lender has received, or may in the future receive, customary fees and commissions for these transactions. In addition, CGF and its respective affiliates have engaged in, and may in the future engage in, investment banking, advisory roles and other commercial dealings in the ordinary course of business. CGF has received, or may in the future receive, customary fees and commissions for these transactions.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On May 6, 2019, the Company completed the acquisition of (i) the Delaware corporation that was previously known as "Bona Vida, Inc." in accordance with the terms of the Agreement and Plan of Merger, dated as of February 28, 2019, (the "Bona Vida Merger Agreement") by and among the Company, BCC Merger Sub, Inc. ("Merger Sub"), and Bona Vida, Inc. ("Bona Vida"), as amended by Amendment No. 1 thereto made and entered into as of May 3, 2019 (the "Bona Vida First Amendment"), pursuant to which Merger Sub merged with and into Bona Vida, with Bona Vida surviving as a wholly owned subsidiary of the Company (the "Bona Vida Acquisition") and (ii) the Delaware limited liability company that was previously known as "TruPet LLC" in accordance with the terms of the Securities Exchange Agreement, dated as of February 2, 2019, (the "TruPet Merger Agreement") by and between the Company and TruPet LLC ("TruPet"), as amended by Amendment No. 1 thereto made and entered into as of May 6, 2019 (the "TruPet First Amendment"), pursuant to which the Company agreed to acquire 93.3% of the outstanding TruPet membership interests (the "TruPet Acquisition" and, together with the Bona Vida Acquisition, the "Acquisitions"). Following the completion of the Acquisitions, the business conducted by the Company became primarily the businesses conducted by TruPet and Bona Vida, which is as an online seller of pet foods, pet nutritional products and related pet supplies and as an emerging hemp-based CBD platform focused on developing a portfolio of brand and product verticals within the animal health and wellness space, respectively.

Under the terms of the Bona Vida Merger Agreement, the Company issued 18,003,273 shares of its common stock, par value $0.001 per share ("Common Stock"), to Bona Vida's stockholders for all shares of Bona Vida's common stock outstanding immediately prior to the Bona Vida Acquisition. The Company also offered to purchase each warrant held by Bona Vida warrant holders for CAD $0.75 per share, with any outstanding warrants at closing being cancelled. Under the terms of the TruPet Merger Agreement, the Company issued 14,079,606 shares of its Common Stock to TruPet's members for 93.3% of the issued and outstanding membership interests of TruPet outstanding immediately prior to the TruPet Acquisition.

The Company has agreed to use its commercially reasonable efforts to register the shares of Common Stock issued to the former stockholders and members of Bona Vida and TruPet , respectively, with the Securities and Exchange Commission (the "SEC") pursuant to a registration rights agreement dated as of May 6, 2019, among the Company and the Bona Vida stockholders (the "Bona Vida Registration Rights Agreement") and a registration rights agreement dated as of May 6, 2019, among the Company and the TruPet members (the "TruPet Registration Rights Agreement" and, together with the Bona Vida Registration Rights Agreement, the "Acquisition Registration Rights Agreements"). Under the Acquisition Registration Rights Agreements, the Company agreed to use its commercially reasonable efforts to file a registration statement to register the shares of Common Stock issued as part of the Acquisitions' consideration as soon as practicable. The number of shares of Common Stock issued as part of the Acquisitions' consideration to be included as part of any registration statement is determined as follows: (i) the Company must first include with such registration statement all the shares of Common Stock (including the Common Stock issuable upon exercise of the Warrants issued in the Private Placement) sold in the Private Placement; and (ii) to the extent the Company may register a greater number of shares of Common Stock than those comprising the shares of Common Stock (including the Common Stock issuable upon exercise of the Warrants issued in the Private Placement) sold in the Private Placement, the recipients of Common Stock issued as part of the Acquisitions' consideration will be entitled to participate on a pro rata basis.

In addition, the Company agreed, among other things, to use commercially reasonable efforts to cause such registration statement to become and remain effective and to use commercially reasonable efforts to cause the Common Stock received in the Acquisitions to be quoted on each trading market and/or in each quotation service on which the Common Stock is then quoted.

The Company has also agreed, among other things, to indemnify those who received shares of Common Stock in the Acquisitions from certain liabilities and to pay all fees and expenses incurred by the Company in connection with the registration of shares of its common stock received in the Acquisitions.

Immediately after the Acquisitions and Private Placement, there were approximately 41,028,569 shares of Common Stock outstanding. The Company's co-chief executive officers, Damian Dalla-Longa and Lori Taylor, each received shares of Common Stock in the Acquisitions by virtue of their being stockholders of Bona Vida and TruPet, respectively, where each were previously respectively employed.

The foregoing descriptions of the Bona Vida Merger Agreement, Bona Vida First Amendment, TruPet Merger Agreement, TruPet First Amendment, Bona Vida Registration Rights Agreement and TruPet Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the full texts of the Bona Vida Merger Agreement, Bona Vida First Amendment, TruPet Merger Agreement, TruPet First Amendment, form of Bona Vida Registration Rights Agreement and form of TruPet Registration Rights Agreement, copies of which are filed as filed as Exhibits 2.1, 2.2, 2.3, 2.4, 4.1, 4.2, hereto and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information contained above in Item 1.01 regarding the Company's direct financial obligations and Bona Vida's and TruPet's guarantees under the Loan Documents is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

On May 6, 2019, the Company closed (the "Closing") its previously announced private placement ("Private Placement") pursuant to the terms of the subscription agreements (the "Subscription Agreements"), dated as April 25, 2019, between the Company and certain institutional and accredited investors (the "Purchasers"). At the Closing, the Company issued 5,728,325 shares of its Common Stock at a purchase price of $3.00 per share and warrants to purchase up to 5,728,325 shares of its Common Stock at an exercise price of $4.25 per share (the "Warrants"). The Warrants are exercisable for 24 months from the Closing.

The aggregate gross proceeds for the Private Placement were approximately $17.2 million.

In connection with the Closing, the Company entered into the previously disclosed registration rights agreement (the "Registration Rights Agreement") with the Purchasers.

The Private Placement was exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D of the Securities Act and in reliance on similar exemptions under applicable state laws. Each of the Purchasers represented that it is an accredited investor within the meaning of Rule 501(a) of Regulation D, and was acquiring the securities for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. The securities were offered without any general solicitation by the Company or its representatives.

The securities sold and issued in the Private Placement are not be registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration with the SEC or an applicable exemption from the registration requirements.

Additional information with respect to the Private Placement, the Warrants and the Registration Rights Agreement is available in the current report on Form 8-K filed by the Company with the SEC on April 30, 2019.

The information contained above in Item 2.01 related to the Common Stock the Company issued as merger consideration in the Acquisitions is hereby incorporated by reference into this Item 3.02.

In addition, in connection with the Mergers, on May 2, 2019, the Company granted to its directors and executive officers non-qualified stock options to purchase an aggregate of 5,500,000 shares of the Common Stock under the Company's 2019 Incentive Award Plan (the "2019 Plan") at an exercise price of $5.00 per share. The stock options vest and become exercisable monthly over 2 years in equal installments of 1/24 each month and accelerate vesting upon a Change of Control, as defined in the 2019 Plan. These stock option grants are exempt from the registration requirements of the Securities Act pursuant to Rule 701 thereunder.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information contained above in Item 1.01 related to the Executive Employment Agreements is hereby incorporated by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of February 28, 2019, by and among the Better Choice Company Inc., BBC Merger Sub, Inc. and Bona Vida, Inc.
2.2	First Amendment to Agreement and Plan of Merger, dated as of February 28, 2019, by and among the Better Choice Company Inc., BBC Merger Sub, Inc. and Bona Vida, Inc., dated as of May 3, 2019
2.3	Securities Exchange Agreement, dated as of February 2, 2019, by and among Better Choice Company Inc., Trupet LLC and the members of TruPet LLC
2.4	First Amendment to Securities Exchange Agreement, dated as of February 2, 2019, by and among Better Choice Company Inc., Trupet LLC and the members of TruPet LLC, dated as of May 6, 2019
4.1	Form of Registration Rights Agreement, dated as of May 6, 2019, by and among Better Choice Company Inc. and the former stockholders of Bona Vida listed on the signature pages thereto
4.2	Form of Registration Rights Agreement, dated as of May 6, 2019, by and among Better Choice Company Inc. and the former member of TruPet listed on the signature pages thereto
10.1	Loan Agreement, dated as of May 6, 2019, between Better Choice Company Inc. and Franklin Synergy Bank
10.2	Security Agreement, dated as of May 6, 2019, between Better Choice Company Inc. and Franklin Synergy Bank
10.3	Form of Revolving Line of Credit Promissory Note

Forward Looking Statements.
The Company cautions you that statements included in this Current Report on Form 8-K that are not a description of historical facts are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” , or expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplates,” “believes,” “estimates,” “predicts,” “potential” or “continue” or the negatives of these terms or other similar expressions. These statements are based on the Company’s current beliefs and expectations. The inclusion of forward-looking statements should not be regarded as a representation by the Company that any of its plans will be achieved. Actual results may differ from those set forth in this report due to the risk and uncertainties inherent in the Company’s business. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof, and the Company undertakes no obligation to revise or update this report to reflect events or circumstances after the date hereof. All forward-looking statements are qualified in their entirety by this cautionary statement. This caution is made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

No Offer or Solicitation

This communication and the exhibits filed hereto shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Better Choice Company Inc.

Date: May 10, 2019

By: /s/ Damian Dalla-Longa
Name: Damian Dalla-Longa
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

SPORT ENDURANCE, INC.,

BCC MERGER SUB, INC.

AND

BONA VIDA, INC.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of February 28, 2019 (the "**Execution Date**"), by and among Sport Endurance, Inc., a Nevada corporation which is in the process of reincorporating as Better Choice Company Inc., a Delaware corporation ("**BCC**"), BCC Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of BCC ("**Merger Sub**"), and Bona Vida, Inc., a Delaware corporation ("**Bona Vida**"). Each of BCC, Merger Sub and Bona Vida shall be known individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, BCC and Bona Vida have entered into a non-binding letter of intent with respect to a proposed transaction pursuant to which BCC shall acquire one hundred percent (100%) of the issued and outstanding Bona Vida capital stock and assume one hundred percent (100%) of the other outstanding securities which are convertible into, exercisable for or exchangeable for Bona Vida capital stock in exchange for shares of BCC Common Stock (as defined below) (the "**Transaction**");

WHEREAS, in connection with the Transaction, each of the Parties desire to consummate a business combination transaction pursuant to which, upon the terms and subject to the conditions set forth in this Agreement, (i) Merger Sub shall be merged with and into Bona Vida, whereby the separate corporate existence of Merger Sub shall cease and Bona Vida shall be the surviving entity in such merger (the "**Merger**"), and (ii) at the time of completion of such Merger, all of the outstanding Bona Vida Common Stock (as defined below) will be converted into the applicable portion of the Merger Consideration as more particularly described in Section 2.5 hereof;

WHEREAS, on February 2, 2019, BCC and Trupet LLC ("**Trupet**"), a Delaware limited liability company, entered into that certain Securities Exchange Agreement (the "**Trupet SEA**"), whereby BCC shall acquire all of the outstanding equity interests of Trupet (the "**Trupet Transaction**"), and the Trupet Transaction shall be consummated simultaneously with the Merger on the Closing Date;

WHEREAS, for U.S. federal income tax purposes (and, where applicable, state and local tax purposes), the Parties intend that (i) the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and this Agreement shall constitute a "plan of reorganization" within the meaning of the Code and the Treasury regulations promulgated thereunder, and (ii) the exchange of Bona Vida capital stock for Merger Consideration under this Agreement, and the exchange of all of the outstanding equity interests of Trupet for BCC capital stock pursuant to the Trupet SEA, together with the issuance of BCC Common Stock in the Financing (as defined below), qualify as an exchange under Section 351 of the Code, and this Agreement, as well as the Trupet Transaction and the Trupet SEA, will together be taken as a plan of exchange under Section 351 of the Code;

WHEREAS, the BCC Board has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of BCC and its stockholders, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (iii) directed that this Agreement be submitted to the stockholders of BCC for adoption, and (iv) resolved to recommend the approval of the adoption

of this Agreement and the transactions contemplated hereby, including the Merger, by the stockholders of BCC.

WHEREAS, the Board of Directors of Merger Sub has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of Merger Sub and its stockholder, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (iii) directed that this Agreement be submitted to the stockholder of Merger Sub for adoption, and (iv) resolved to recommend the approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the stockholder of Merger Sub.

WHEREAS, the Bona Vida Board has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of Bona Vida and its stockholders, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (iii) directed that this Agreement be submitted to the stockholders of Bona Vida for adoption, and (iv) resolved to recommend the approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the stockholders of Bona Vida.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, capitalized words and terms have the following meanings:

"**Action**" means any action, suit, litigation, arbitration, mediation, proceeding, claim, complaint, allegation, demand, charge, grievance, prosecution, assessment, investigation, inquiry, hearing, audit, examination or subpoena (whether (i) civil, criminal, administrative, judicial, investigative or appellate, (ii) formal or informal, (iii) public or private, or (iv) at law or in equity) commenced, brought, conducted or heard by or before, or otherwise involving, any court, arbitrator, mediator or other Governmental Authority or tribunal.

"**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"**Agreement**" shall have the meaning contained in the Preamble.

"**Balance Sheet**" shall have the meaning contained in Section 3.1(s).

"**Balance Sheet Date**" shall have the meaning contained in Section 3.1(s).

"**BCC**" shall have the meaning contained in the Preamble.

"**BCC Board**" shall mean the board of directors of BCC.

"**BCC Common Stock**" means the common stock, $0.001 par value per share, of BCC.

"**BCC Financial Statements**" shall have the meaning contained in Section 4.1(r)(v).

"**BCC Fundamental Representations**" shall have the meaning contained in Section 6.5(a).

"**BCC Indemnified Party**" shall have the meaning contained in Section 4.1(r)(v).

"**BCC IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts related to any Intellectual Property (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, to which BCC or any of its Subsidiaries is a party, beneficiary or otherwise bound.

"**BCC IP Registrations**" means all Intellectual Property held by BCC or any of its Subsidiaries that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**BCC Material Customers**" shall have the meaning contained in Section 4.1(u)(i).

"**BCC Material Suppliers**" shall have the meaning contained in Section 4.1(u)(ii).

"**BCC Representative**" shall have the meaning contained in Section 5.6(a)(iii).

"**Bloomberg**" shall mean Bloomberg, L.P., or any successor.

"**Bona Vida**" shall have the meaning contained in the Preamble.

"**Bona Vida Board**" shall mean the board of directors of Bona Vida.

"**Bona Vida Common Stock**" means the common stock, $0.0001 par value per share, of Bona Vida.

"**Bona Vida Employees**" shall have the meaning contained in Section 3.1(w)(i)(A).

"**Bona Vida Executives**" shall mean Damian Dalla-Longa and Kyle McCollum.

"**Bona Vida Financial Statements**" shall have the meaning contained in Section 3.1(s).

"**Bona Vida Fundamental Representations**" shall have the meaning contained in Section 6.4(a).

"**Bona Vida Indemnified Party**" shall have the meaning contained in Section 6.5(a)(ii).

"**Bona Vida IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases permissions and other Contracts related to any Intellectual Property (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, to which Bona Vida or any or its Subsidiaries is a party, beneficiary or otherwise bound.

"**Bona Vida IP Registrations**" means all Intellectual Property held by Bona Vida or any of its Subsidiaries that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Bona Vida Material Customers**" shall have the meaning contained in Section 3.1(v)(i).

"**Bona Vida Material Suppliers**" shall have the meaning contained in Section 3.1(v)(ii).

"**Bona Vida Shareholder**" or "**Bona Vida Shareholders**" shall mean each Person listed on Exhibit A hereto.

"**Bona Vida Representative**" shall have the meaning contained in Section 5.6(a)(iv).

"**Business Day**" means any day, other than a Saturday, Sunday or other day on which the principal commercial banks in New York, New York are not open for business during normal business hours.

"**Change of Control Transaction**" means the occurrence of (a) an acquisition by any Person or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock, membership interests or other equity securities of Bona Vida, by contract or otherwise) of greater than 50% of Bona Vida's voting power, (b) a consolidation or merger of Bona Vida with or into any other Person (whether or not Bona Vida is the surviving Person), any other business combination, including without limitation a reorganization, recapitalization, share exchange, spin-off or scheme of arrangement, or any other transaction or series of related transactions in which greater than 50% of Bona Vida's voting power is transferred through a merger, consolidation, tender offer or similar transaction, (c) the sale, lease, transfer, exclusive license or other disposition or encumbrance of all or substantially all of Bona Vida's assets; (d) any event in which a majority of the Bona Vida Board, in one or a series of related transactions, are replaced; or (e) the execution by Bona Vida or the Bona Vida Shareholders constituting greater than 50% of Bona Vida's voting power of an agreement providing for any of the events set forth above in (a), (b), (c) or (d).

"**Closing**" shall have the meaning contained in Section 2.2.

"**Closing Date**" shall have the meaning contained in Section 2.2.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" has the meaning contained in the Recitals.

"**Contract**" means any agreement, contract, license, lease, deed, commitment, arrangement, covenant, easement, mortgage, indenture, note, instrument, undertaking or understanding, including any invoice, sales order or purchase order, and all other legally binding arrangements, whether written or oral, including any annex, exhibit or schedule thereto.

"**Customizations**" shall have the meaning contained in Section 4.1(j)(vii)(B).

"**Damages**" means any loss, Liability, damage, penalty, fine, assessment, order, amount paid in settlement, Tax, fee, cost or expense (whether or not involving a third party Action) including reasonable legal and expert expenses.

"**DEA**" shall have the meaning contained in Section 3.1(i)(i).

"**Deferred Compensation Plan**" shall have the meaning contained in Section 3.1(l)(x).

"**DGCL**" shall have the meaning contained in Section 2.1.

"**Disclosure Schedules**" means the Disclosure Schedules delivered with this Agreement.

"**Disqualification Event**" shall have the meaning contained in Section 3.1(aa).

"**Dissenting Shareholder**" shall have the meaning contained in Section 2.7(a).

"**Dissenting Shares**" shall have the meaning contained in Section 2.7(a).

"**Effective Time**" shall have the meaning contained in Section 2.3.

"**EHSR**" shall mean all applicable Laws concerning pollution or protection of the environment and/or protection of the health and safety of natural persons from exposures to toxic or hazardous substances, wastes or materials (including asbestos, polychlorinated biphenyls, crude petroleum and its fractions or derivatives thereof).

"**Employee Benefit Plan**" shall mean any employee benefit plan (as defined in Section 3(3) of ERISA, as amended, whether or not subject to ERISA), and any bonus, profit sharing, compensation, pension, retirement, "401(k)," severance, savings, deferred compensation, fringe benefit, insurance, post-retirement health or welfare benefit, life insurance, Section 125 cafeteria, stock option, stock purchase, restricted stock, equity compensation, stock appreciation right, restricted stock unit, phantom equity, tuition refund, service award, company car or car allowance, scholarship, housing or living allowances, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, paid time off, holiday, termination, unemployment, individual employment, consulting, executive compensation, incentive, commission, payroll practices, retention, or change in control, plan, agreement, policy, trust fund or arrangement (whether written or unwritten, insured or self-insured) which a Party hereto or any of their Subsidiaries sponsors, maintains, contributes to, is required to contribute to, or has a liability to or for the benefit of any current or former employee(s), director(s), officer(s), retiree(s), independent contractor(s), or consultant(s) (or any spouse, domestic partner, or dependent of any of the foregoing).

"**Employees**" shall have the meaning contained in Section 4.1(v)(i)(A).

"**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"**Equity Plan**" shall have the meaning contained in Section 5.14.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means any company, entity, trade, or business that is required to be aggregated with BCC or Bona Vida, as applicable, as a "single employer" under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Execution Date**" shall have the meaning contained in the Preamble.

"**Extra Shares**" shall have the meaning contained in Section 5.11.

"**FCPA**" means the Foreign Corrupt Practices Act, as amended.

"**FDA**" shall have the meaning contained in Section 3.1(i)(i).

"**Financing**" shall have the meaning contained in Section 5.15.

"**GAAP**" means generally accepted accounting principles.

"**General Expiration Date**" shall have the meaning contained in Section 5.6(c)(ii).

"**Governmental Authority**" or "**Governmental Authorities**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Indebtedness**" means, without duplication, all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, (c) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (d) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (e) capital lease obligations; (f) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (g) guarantees made by or on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (a) through (f); and (h) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (g).

"**Indemnified Party**" shall have the meaning contained in Section 5.6(a)(i).

"**Intellectual Property**" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (i) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (ii) Internet domain names and social media accounts, user names and handles, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, and all associated websites and web pages, social media sites and pages, and all content and data thereon, whether or not copyrights; (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (iv) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and trade secrets, whether or not patentable; and (v) designs and inventions, design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

"**Interim Period**" shall have the meaning contained in Section 5.1(a).

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge**" means, with respect to any fact, circumstance, event or other matter in question, (i) with respect to BCC, the actual knowledge of David Lelong or Mike Young, or (ii) with respect to Bona Vida, the actual knowledge of Damian Dalla-Longa and Kyle McCollum, and for each of clause (i) and (ii), such knowledge that such person could obtain through reasonable inquiry.

"**Labor Actions**" shall have the meaning contained in Section 3.1(w)(i)(C).

"**Law**" or "**Laws**" means any constitutional provision, statute, principles of common law, act, code (including the Code), law, regulation, rule, standard, interpretation, ordinance, Order, Permit, treaty, charter, injunction, decision, directive, policy, decree, ruling, resolution or judgment and other pronouncements having the effect of law or other binding requirement that has been enacted, issued, applied, or promulgated by any Governmental Authority.

"**Liability**" or "**Liabilities**" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"**Lock-Up Agreement**" shall have the meaning contained in Section 5.8.

"**Lock-Up Securities**" shall mean any shares of BCC Common Stock received by a Bona Vida Shareholder on the Closing Date, and including any shares of BCC Common Stock issued to a Bona Vida Shareholder pursuant to the Equity Plan.

"**Material Adverse Effect**" means, with respect to any Party, a material adverse effect on: (i) the financial condition, results of operations, prospects, assets or Liabilities of such Party and its Subsidiaries taken as a whole; or (ii) the ability of such Party to timely consummate the Agreement on or prior to the Outside Date.

"**Merger**" shall have the meaning contained in the Recitals.

"**Merger Consideration**" shall have the meaning contained in Section 2.5(a).

"**Merger Filings**" shall have the meaning contained in Section 2.3.

"**Merger Sub**" shall have the meaning contained in the Preamble.

"**Multiemployer Plan**" shall have the meaning contained in Section 3.1(l)(vi).

"**New Matter**" shall have the meaning contained in Section 5.7(b).

"**November Investors**" shall have the meaning contained in Section 5.11.

"**OFAC**" shall have the meaning contained in Section 3.1(cc).

"**OFAC Lists**" shall have the meaning contained in Section 3.1(cc).

"**Order**" means any legally binding award, injunction, judgment, decree, order, ruling, subpoena, verdict or other decision (in each case, other than a Permit) issued, promulgated or entered by or with any Governmental Authority.

"**Organizational Documents**" means, with respect to any entity, the certificate of incorporation or formation, the articles of incorporation, by-laws, articles of organization, partnership agreement, limited liability company agreement, formation agreement, joint venture agreement or other similar organizational documents of such entity.

"**Outside Date**" shall mean May 1, 2019.

"**Party**" or "**Parties**" shall have the meaning contained in the Preamble.

"**PCAOB**" means the Public Company Accounting Oversight Board, or any successor entity.

"**Permit**" means any permit, approval, authorization, certification, license, determinations, certificate of authority, registration, order, franchise, variances or similar rights required by any Governmental Authority pursuant to any applicable Law.

"**Permitted Disposition**" shall include the following: (i) transfers of Lock-Up Securities to a trust for the benefit of the undersigned or as a bona fide gift, by will or intestacy or to a family member or trust for the benefit of a family member of the undersigned (for purposes of this lock-up agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); or (ii) transfers of Lock-Up Securities to a charity or educational institution; provided that in the case of any transfer pursuant to the foregoing clauses (i) or (ii),

(A) any such transfer shall not involve a disposition for value; and (B) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made.

"**Permitted Encumbrances**" means: (i) Encumbrances securing Taxes, the payment of which (A) is not delinquent or (B) is actively being contested in good faith by appropriate proceedings diligently pursued and is appropriately reserved for; (ii) Encumbrances imposed by Laws, such as carriers', warehousemen's and mechanics' liens, and other similar liens arising in the ordinary course of business which secure payment of obligations arising in the ordinary course of business (and constituting current liabilities) not more than sixty (60) days past due or which are being contested in good faith by appropriate proceedings diligently pursued and is appropriately reserved for; and (iii) purchase money security interests in the ordinary course of business.

"**Person**" means any individual, group, organization, corporation, partnership, joint venture, limited liability company, trust or entity of any kind.

"**Policies**" shall have the meaning contained in Section 3.1(r).

"**Pre-Closing Tax Period**" shall have the meaning contained in Section 5.12(d).

"**Principal Market**" means any of The New York Stock Exchange, the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Select Market, the Nasdaq Global Market, the OTCQB, the OTCQX, the OTC Pink, the Canadian Securities Exchange, the Toronto Stock Exchange Venture, the London AIM or any other market operated by the OTC Markets Group Inc. or any successors of any of these exchanges or markets.

"**Products**" means all proprietary products and services of a Person that are currently being, or at any time in the past two (2) years have been, created, manufactured, offered for sale, licensed, sold, supplied, distributed or otherwise made available in any manner by or on behalf of a Party.

"**Purchase Price**" means an amount equal to fifty-five million dollars ($55,000,000).

"**Registration Rights Agreement**" shall have the meaning contained in Section 5.11.

"**Representatives**" shall have the meaning contained in Section 5.16.

"**Reverse Stock Split**" means that a reverse stock split of BCC Common Stock at a ratio of 26:1.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**SEC**" shall mean the Securities and Exchange Commission.

"**SEC Documents**" shall have the meaning contained in Section 4.1(r)(i).

"**Series A Preferred Stock**" shall have the meaning contained in Section 4.1(e)(i).

"**Series E Preferred Stock**" shall have the meaning contained in Section 4.1(e)(i).

"**Schedule Update**" shall have the meaning contained in Section 5.7(a).

"**Subsidiary**" when used with respect to any Person, means any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the capital stock or other equity interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any subsidiary of such Person is a general partner of any general limited partnership or a manager of any limited liability company; provided, however, that for the purposes of this Agreement, Trupet shall be considered a Subsidiary of BCC unless otherwise explicitly noted herein

"**Surviving Company**" shall have the meaning contained in Section 2.1.

"**Tax**" or "**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, value added or similar tax, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, health care, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, unclaimed property, escheat, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"**Tax Authority**" means the IRS or any other Governmental Authority responsible for the administration of any Tax.

"**Tax Return**" or "**Tax Returns**" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof to be filed on or before the Closing Date.

"**Third Party Indemnified Party**" shall have the meaning contained in Section 5.6(b)(i).

"**Third Party Indemnifying Party**" shall have the meaning contained in Section 5.6(b)(i).

"**Title IV Plan**" shall have the meaning contained in Section 3.1(l)(vi).

"**Transaction**" shall have the meaning contained in the Recitals.

"**Transaction Documents**" shall mean this Agreement, the Trupet SEA and all other Contracts, agreements or other documents arising out of or relating to the transactions contemplated by this Agreement.

"**Trupet**" shall have the meaning contained in the Recitals.

"**Trupet Balance Sheet**" shall have the meaning contained in Section 4.1(r)(vi).

"**Trupet Balance Sheet Date**" shall have the meaning contained in Section 4.1(r).

"**Trupet Financial Statements**" shall have the meaning contained in Section 4.1(r).

"**Trupet LLC Agreement**" means that certain Limited Liability Company Agreement of Trupet LLC, dated as of December 14, 2018, by and among Trupet and the other signatories thereto.

"**Trupet Members**" shall have the meaning contained in Section 5.11.

"**Trupet Transaction**" shall have the meaning contained in the Recitals.

"**WARN**" shall have the meaning contained in Section 3.1(w)(ii).

ARTICLE II

THE MERGER

Section 2.1 Conversion of Company Interests. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Delaware General Corporation Law ("DGCL"), at the Effective Time Merger Sub shall be merged with and into Bona Vida, whereupon the separate existence of Merger Sub shall cease and Bona Vida shall continue as the surviving entity (Bona Vida, as the surviving entity in the Merger, sometimes being referred to herein as the "**Surviving Company**"). The Merger shall have the effects set forth in this Agreement and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided in this Agreement, all the property, rights, privileges, powers and franchises, and all and every other interest of Bona Vida and Merger Sub, shall vest in the Surviving Company, and all debts, liabilities and duties of Bona Vida and Merger Sub shall become the debts, liabilities and duties of the Surviving Company.

Section 2.2 Closing. The closing of the transactions contemplated hereby (the "**Closing**") will take place on the first Business Day on or after which all of the conditions in Article VI have been satisfied, unless another time or date is agreed to by BCC and Bona Vida (the "**Closing Date**"). The Closing shall take place electronically or at such location as BCC and Bona Vida shall mutually agree. The Closing shall occur only if each condition set forth in Article VI hereof has either been satisfied or waived, in writing, by the Party for whose benefit such condition exists.

Section 2.3 Effective Time of the Merger. Bona Vida and Merger Sub shall cause a duly executed Certificate of Merger or other appropriate documents to be filed with and accepted for record by the Secretary of State of the State of Delaware and shall make all other filings, records and publications required under the DGCL in respect of the Merger (the "**Merger Filings**"). The time at which the Merger shall become effective (the "**Effective Time**") shall be the time that the Merger Filings are accepted for record by the Secretary of State of the State of Delaware or such later time as Bona Vida and Merger Sub shall have agreed and as shall be designated in the Merger Filings in accordance with the DGCL as the effective time of the Merger.

Section 2.4 Organizational Documents.

(a) Following the Effective Time, the Certificate of Incorporation of Bona Vida shall be the Certificate of Incorporation of the Surviving Company until thereafter amended in accordance with applicable Law.

Section 2.5 Consideration and Exchange of Equity.

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of any Bona Vida Shareholder or any of the Parties, the Bona Vida Common Stock held by each Bona Vida Shareholder that are issued and outstanding as of immediately prior to the Effective Time shall be automatically converted (subject to adjustment as set forth in Section 2.6) into an amount of BCC Common Stock equal to the Purchase Price, which shall be 468,085,106 shares of BCC Common Stock, subject to any adjustments as provided for herein (the "**Merger Consideration**"), which shall be distributed among the Bona Vida Shareholders in the amounts set forth in Schedule 2.5(a) hereto.

(b) All Bona Vida Common Stock, when so converted at the Effective Time, no longer shall be outstanding and automatically shall be cancelled and shall cease to exist, and each Bona Vida Shareholder shall cease to have any rights with respect thereto.

(c) All Bona Vida warrant holders will be offered the option to purchase each warrant for CAD $0.75 per share prior to Closing. If warrants are not exercised prior to Closing, any outstanding warrants will be cancelled.

(d) All Bona Vida options will be accelerated and converted into Bona Vida common stock prior to Closing.

(e) At the Effective Time, by virtue of the Merger and without any further action on the part of any of the Parties, each share of common stock, par value $0.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value $0.001 per share, of the Surviving Company.

(f) The aggregate number of shares of BCC Common Stock to be issued as Merger Consideration in connection with the Merger is 468,085,106, subject to adjustment as provided in Section 2.6.

(g) For United States federal income tax purposes, (i) the Merger is intended to constitute a reorganization within the meaning of Section 368(a) of the Code, and the Parties adopt this Agreement as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the Treasury Regulations and (ii) at the Closing, and as part of an overall plan of exchange that includes the Merger and the Trupet Transaction and the Financing and that is intended by the Parties to be treated as an exchange for BCC Common Stock pursuant to Section 351 of the Code, all of the outstanding equity interests of Trupet will be exchanged for BCC Capital Stock pursuant to the Trupet SEA and BCC Common Stock will be issued in the Financing.

Section 2.6 Merger Consideration Adjustment.

(a) Stock Transaction. The Merger Consideration shall be equitably adjusted to reflect the effect of any BCC stock split, reverse stock split, stock dividend (including any dividend or other distribution of securities convertible into BCC Common Stock), reorganization, recapitalization, reclassification, or combination after the Execution Date and prior to the Effective Time so as to provide the holders of Bona Vida Common Stock with the same economic effect as contemplated by this Agreement prior to such event and as so adjusted shall, from and after the date of such event, be the Merger Consideration.

Section 2.7 Dissenting Shares.

(a) For purposes of this Agreement, "**Dissenting Shares**" means shares of Bona Vida Common Stock issued and outstanding immediately prior to the Effective Time that are held by any holder who has not voted such Bona Vida Common Stock in favor of, or consented to, the adoption of this Agreement and the transactions contemplated hereby, including the Merger, (each a "**Dissenting Shareholder**") and who is entitled to demand and properly demands appraisal of such shares pursuant to, and who complies in all respects with, the provisions of Section 262 of the Delaware Act. At the Effective Time, Dissenting Shares shall no longer be outstanding and shall automatically be cancelled and cease to exist, and such Dissenting Shareholder shall cease to have any rights with respect thereto, except the right to payment of the fair value of such Dissenting Shares as shall be determined in accordance with the provisions of Section 262 of the DGCL. If any such Dissenting Shareholder shall fail to demand or perfect or otherwise shall effectively waive, withdraw, or otherwise lose the right to appraisal of such shares, then (i) such Dissenting Shares shall cease to be Dissenting Shares and shall be deemed to have been converted into, as of the Effective Time, the right to receive the Merger Consideration issuable in respect of such Bona Vida Common Stock pursuant to Section 2.5(a).

(b) Bona Vida shall give BCC: (i) prompt notice of any written demands for appraisal of any Bona Vida Common Stock, withdrawals of such demands, and any other instruments that relate to such demands received by Bona Vida (whether or not required under the DGCL); and (ii) the right to participate in and direct all negotiations and proceedings with respect to such demands for appraisal. Bona Vida shall not, except with the prior written consent of BCC (such consent not to be unreasonably withheld), make any payment with respect to any demands for appraisal of Bona Vida Common Stock or offer to settle or settle any such demands unless required by the court of the State of Delaware having jurisdiction thereof.

Section 2.8 Fractional Shares. No certificates or scrip representing fractional shares of BCC Common Stock shall be issued to Bona Vida stockholders on the surrender for exchange of shares of Bona Vida Common Stock, and such Bona Vida stockholders shall not be entitled to any voting rights, rights to receive any dividends or distributions or other rights as a stockholder of BCC with respect to any fractional shares of BCC Common Stock that would have otherwise been issued to such Bona Vida stockholders. In lieu of any fractional shares of BCC Common Stock to which the holder would otherwise be entitled, BCC shall pay the holder cash equal to such fraction multiplied by $0.1175.

Section 2.9 Directors and Officers. At the Effective Time, by virtue of the Merger and without any action on the part of BCC, Merger Sub, Bona Vida or the holders of any shares of capital stock of any of the foregoing, the individuals set forth on Exhibit C shall be the directors and officers of the Surviving Company until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be, and the Surviving Company and BCC shall take any necessary actions (whether prior to, at or after the Effective Time) as shall be necessary or appropriate to effectuate or carry out the purpose of this Section 2.9.

Section 2.10 Closing of Transfer Books. At the Effective Time, the stock transfer books of Bona Vida shall be closed and no transfer of Bona Vida Common Stock shall thereafter be made. If, after the Effective Time, certificates formerly representing any share of Bona Vida Common Stock are presented to BCC or the Surviving Company, they shall be cancelled and exchanged for Merger Consideration in accordance with Section 2.5(a), subject to the provisions hereof and applicable Law in the case of Dissenting Shares.

Section 2.11 Exemption from Registration; Rule 144. BCC intends that BCC Common Stock to be issued pursuant toSection 2.5(a) hereof will be issued in a transaction exempt from registration under the Securities Act, by reason of Section 4(a)(2) of the Securities Act, Rule 506 of Regulation D promulgated by the SEC thereunder and/or Regulation S promulgated by the SEC and that all recipients of such shares of BCC Common Stock shall either be "accredited investors" or not "U.S. Persons" as such terms are defined in Regulation D and Regulation S, respectively. The shares of BCC Common Stock to be issued pursuant to Section 2.5(a) hereof will be "restricted securities" within the meaning of Rule 144 under the Securities Act and may not be offered, sold, pledged, assigned or otherwise transferred unless (i) a registration statement with respect thereto is effective under the Securities Act and any applicable state securities laws, or (ii) an exemption from such registration exists and either BCC receives an opinion of counsel to the holder of such securities, which counsel and opinion are satisfactory to BCC, that such securities may be offered, sold, pledged, assigned or transferred in the manner contemplated without an effective registration statement under the Securities Act or applicable state securities laws, or the holder complies with the requirements of Regulation S, if applicable; and the certificates representing such shares of BCC Common Stock will bear an appropriate legend and restriction on the books of BCC's transfer agent to that effect.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BONA VIDA

Section 3.1 Representations and Warranties of Bona Vida. Bona Vida represents and warrants to BCC that the statements contained in thisSection 3.1 are true and correct as of the Execution Date and will be true and correct as of the Closing Date, except as modified by the Disclosure Schedules of Bona Vida attached to this Agreement, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation made herein only to the extent of the disclosure contained in the corresponding Section of the Disclosure Schedules or to the extent that such qualification is reasonably apparent.

(a) Subsidiaries. Each of the Subsidiaries of Bona Vida as of the date of this Agreement and its place of organization is set forth on Schedule 3.1(a). All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of Bona Vida that is owned directly or indirectly by Bona Vida have been validly issued, were issued free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Encumbrances, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for Permitted Encumbrances or any Encumbrances: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the organizational or charter documents of any non-wholly-owned Subsidiary of Bona Vida. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, Bona Vida does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

(b) Organization and Qualification. Bona Vida and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither Bona Vida nor any Subsidiary is in violation nor default of any of the provisions of its respective Organizational Documents. Each of Bona Vida and its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Action has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. Bona Vida and each of its Subsidiaries has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by Bona Vida and the consummation by it of the transactions contemplated hereby and thereby have been (subject to the approval of the adoption of this Agreement and the transactions contemplated hereby by the Bona Vida Stockholders) duly authorized by all necessary action on the part of Bona Vida, and no further action is required by Bona Vida or any of its officers, directors or shareholders in connection herewith or therewith. This Agreement and each other Transaction Document to which Bona Vida is a party has been (or upon delivery will have been) duly executed by Bona Vida and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of Bona Vida enforceable against Bona Vida in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Law. Without limiting the generality of the foregoing, the Bona Vida Board has unanimously (w) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of Bona Vida and its stockholders, (x) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (y) directed that this Agreement be submitted to the Bona Vida Stockholders

for adoption, and (z) resolved to recommend the approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the Bona Vida Stockholders.

(d) No Conflicts. The execution, delivery and performance by Bona Vida of this Agreement and the other Transaction Documents to which it is a party, the exchange of the Securities and the consummation by Bona Vida of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of Bona Vida's or any Subsidiary's Organizational Documents, or (ii) constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance upon any of the properties or assets of Bona Vida or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Bona Vida or Subsidiary debt or otherwise) or other understanding to which Bona Vida or any Subsidiary is a party or by which any property or asset of Bona Vida or any Subsidiary is bound or affected, or (iii) materially conflict with or result in a violation of any Law or other restriction of any court or Governmental Authority to which Bona Vida or a Subsidiary is subject (including federal and state securities Laws), or by which any property or asset of Bona Vida or a Subsidiary is bound or affected; except in the case of each of clauses (ii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Capital Structure.

(i) The authorized capital stock of Bona Vida consists of 75,000,000 shares of Bona Vida Common Stock, $0.0001 par value, and 10,000,000 shares of preferred stock, $0.0001 par value per share. Schedule 3.1(e) sets forth, as of the Effective Date of this Agreement, (i) the number of shares of Bona Vida Common Stock that are issued and outstanding, (ii) the number of shares of Bona Vida preferred stock that are issued and outstanding. All issued and outstanding shares of the capital stock of Bona Vida are duly authorized, validly issued, fully paid and nonassessable, and no class of capital stock is entitled to preemptive rights. All shares of Bona Vida Common Stock issued pursuant to the terms of this Agreement shall be duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights.

(ii) Except as set forth on Schedule 3.1(e) there are no securities, options, warrants, calls, rights, commitments, agreements, rights of first refusal, arrangements or undertakings of any kind to which Bona Vida or any Bona Vida Subsidiary is a party or by which any of them is bound, obligating Bona Vida or any Bona Vida Subsidiary to issue, deliver or sell or create, or cause to be issued, delivered or sold or created, additional shares of Bona Vida Common Stock or other equity securities or phantom stock or other contractual rights the value of which is determined in whole or in part by the value of any equity security of Bona Vida or any of the Bona Vida Subsidiaries or obligating Bona Vida or any Bona Vida Subsidiary to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, right of first refusal, arrangement or undertaking. There are no outstanding contractual obligations of Bona Vida or any Bona Vida Subsidiary to repurchase, redeem or otherwise acquire any shares of Bona Vida Common Stock or other equity securities of Bona Vida or any Bona Vida Subsidiary. Neither Bona Vida nor any Bona Vida Subsidiary is a party to or, to the Knowledge of Bona Vida, bound by any agreements or understandings concerning the voting (including voting trusts and proxies) of any capital stock of Bona Vida or any of the Bona Vida Subsidiaries.

(f) Certain Fees. Except as disclosed on Schedule 3.1(f), no brokerage, finder's fees, commissions or due diligence fees are or will be payable by Bona Vida to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to this Agreement or the transactions contemplated hereby other than fees to counsel and auditors. BCC shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1(f) that may be due in connection with this Agreement or the transactions contemplated hereby.

(g) Litigation. Except as disclosed on Schedule 3.1(g), there are no Actions pending or, to the Knowledge of Bona Vida, threatened by or against Bona Vida involving more than, individually or in the aggregate, $25,000. There is no Action pending or, to the Knowledge of Bona Vida, threatened against or affecting Bona Vida before or by any Governmental Authority which: (i) adversely affects or challenges the legality, validity or enforceability of any part of this Agreement or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither Bona Vida nor any officer or director thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities Laws or a claim of breach of fiduciary duty. There has not been, and to the Knowledge of Bona Vida there is not pending or contemplated, any investigation by the SEC or any other Governmental Authority involving Bona Vida or any current or former officer or director of Bona Vida.

(h) Bad Actors. No "covered person" of Bona Vida (as such term is defined in Rule 506(d) of Regulation D of the Securities Act) is subject to any disqualification under Rule 506(d) of Regulation D of the Securities Act.

(i) Compliance with Laws; Permits.

(i) To its Knowledge, Bona Vida and its Subsidiaries are in material compliance with all applicable Laws, rules, regulations, and policies administered or enforced by the United States Food & Drug Administration (the "**FDA**"), the U.S. Drug Enforcement Administration ("**DEA**"), and any other Governmental Authority that regulates the development of Bona Vida's Products, including, without limitation, relating to sales and marketing practices, mislabeling and misbranding requirements, good manufacturing practices, pre- and post-marketing adverse drug experience and adverse drug reaction reporting, and all other pre- and post-marketing reporting requirements, as applicable. Except as disclosed in Schedule 3.1(i)(i), Bona Vida and its Subsidiaries have not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from the FDA or any other applicable Governmental Authority alleging that any operation or activity of Bona Vida or any Subsidiary is, or has been, in violation of any applicable Law.

(ii) Subject to Section 3.1(i)(i), Bona Vida has complied and is currently in compliance with all applicable federal, state, local, foreign or other Laws, except for any instance of non-compliance that has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(iii) All Permits required for Bona Vida to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to

such Permits as of the date hereof have been paid in full. Schedule 3.1(i)(iii) lists all current Permits issued to Bona Vida, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Schedule 3.1(i)(iii).

(iv) Neither Bona Vida nor any of its officers, directors, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and Bona Vida has conducted its business in compliance with the FCPA.

(v) Neither Bona Vida nor any of its officers, directors, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of other United States Laws, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to (A) any official or any government of the United States or any state or local instrumentality or (B) any corporation, limited liability company or other entity.

(vi) None of Bona Vida, any of its Subsidiaries, or any of their respective officers, directors or employees and none of the holders, directly or indirectly, of equity securities of Bona Vida or any of its Subsidiaries, has been excluded, suspended or debarred from participation in any U.S. state or federal, or Canadian provincial or federal health care program or has been convicted of any crime or is subject to a governmental inquiry, investigation or other action, or has engaged in any conduct, that could reasonably be expected to result in debarment, suspension, or exclusion, nor, to the Knowledge of BCC, is any such exclusion, suspension or bar pending or threatened. Schedule Section 4.1(i)(vi) sets forth a complete list of any final adverse legal actions, including but not limited to convictions, exclusions, revocations, suspensions or otherwise, that would be required to be reported to any Governmental Authority prior to or as the result of the execution of the Transaction.

(j) Intellectual Property.

(i) Schedule 3.1(j)(i) lists all: (A) Bona Vida IP Registrations; and (B) Bona Vida Intellectual Property that is not registered but that is material to Bona Vida's business or operations. Bona Vida has taken all reasonable and necessary steps to maintain and enforce the Bona Vida Intellectual Property and to preserve the confidentiality of all trade secrets included therein. All required filings and fees related to Bona Vida IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Bona Vida IP Registrations are otherwise in good standing. To the Knowledge of Bona Vida, all of the Bona Vida Intellectual Property is valid and enforceable, all Bona Vida IP Registrations are subsisting and in full force and effect, and there are no facts or circumstances that would render any Bona Vida IP Registrations invalid or unenforceable. To the Knowledge of Bona Vida, there has been no misrepresentation or failure to disclose, any fact or circumstances in any application for any Bona Vida IP Registrations that would constitute fraud or a misrepresentation with respect

to such application or that would otherwise affect the validity or enforceability of any Bona Vida IP Registrations. Bona Vida or any of its Subsidiaries has not claimed a particular status, including "small entity status," in the application for any Bona Vida IP Registrations, which claim of status was not at the time made, or which has since become, inaccurate or false or that will no longer be true and accurate as a result of the Closing.

(ii) Schedule 3.1(j)(ii) lists all Bona Vida IP Agreements that are material to Bona Vida's business as it presently is being conducted. Bona Vida has made available to BCC true and complete copies of all such Bona Vida IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Bona Vida IP Agreement is valid and binding on Bona Vida in accordance with its terms and is in full force and effect. Neither Bona Vida, nor, to its Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Bona Vida IP Agreement.

(iii) Except as disclosed on Schedule 3.1(j)(iii), Bona Vida is the sole and exclusive legal and beneficial, and with respect to Bona Vida's IP Registrations, record, owner of all right, title and interest in and to Bona Vida's Intellectual Property, or has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of Bona Vida's current business or operations, in each case, free and clear of Encumbrances other than Permitted Encumbrances.

(iv) Since its inception, Bona Vida has entered into binding, written agreements with every current and former employee and with every current and former independent contractor who is or was involved in or has contributed to the invention, creation, or development of any Intellectual Property during the course of employment or engagement with Bona Vida, whereby such employees and independent contractors (A) assign to Bona Vida any ownership interest and right they may have in Bona Vida's Intellectual Property; and (B) acknowledge Bona Vida's exclusive ownership of Bona Vida's Intellectual Property. Bona Vida provided BCC with true and complete copies of all such agreements.

(v) The conduct of Bona Vida's businesses as currently and formerly conducted and as proposed to be conducted, including the use of the Bona Vida Intellectual Property in connection therewith, and the products, processes, and services of Bona Vida have not infringed, misappropriated, or otherwise violated the Intellectual Property or other rights of any Person.

(vi) To the Knowledge of Bona Vida, no Person has infringed, misappropriated, or otherwise violated any Bona Vida Intellectual Property. There are no Actions (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or, to Bona Vida's Knowledge, threatened (including in the form of offers to obtain a license), (A) alleging any infringement, misappropriation, or other violation by Bona Vida of the Intellectual Property of any Person; (B) challenging the validity, enforceability, registrability, patentability, or ownership of any Bona Vida Intellectual Property or Bona Vida's right, title, or interest in or to any Intellectual Property; or (C) by Bona Vida, alleging any infringement, misappropriation, or other violation by any Person of the Intellectual Property of Bona Vida. To the Knowledge of Bona Vida, there are no facts or circumstances that could reasonably be expected

to give rise to any such Action. Bona Vida is not subject to any outstanding or prospective order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the ownership or use of any Bona Vida Intellectual Property.

(k) Bona Vida Products. To Bona Vida's Knowledge, except as set forth on Schedule 3.1(k), since January 1, 2018, there have been no Actions by any Governmental Authority instituted or, to the Knowledge of Bona Vida or any of its Subsidiaries threatened, that seek the recall of any Bona Vida Product or the revocation or suspension of any regulatory license or approval necessary to manufacture, supply, wholesale, sell or offer for sale any Bona Vida Product, except for those licenses and approvals, the absence of which would not have a Material Adverse Effect on Bona Vida.

(l) Benefit Plans. Except as set forth on Schedule 3.1(l), Bona Vida does not sponsor, maintain, or contribute to, and is not obligated to contribute to, and does have any liability under, has not adopted any Employee Benefit Plans.

(i) Each such Employee Benefit Plan (and, to the Knowledge of Bona Vida, each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and any applicable collective bargaining agreement in all material respects, and complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(ii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan in all material respects. The requirements of COBRA (or similar state law) have been met in all material respects with respect to each such Employee Benefit Plan to which COBRA (or similar state law) is applicable.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an employee pension benefit plan under ERISA §3(2) and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such Employee Benefit Plan or will be accrued and contributed in accordance with ERISA, the Code, and the past custom and practice of Bona Vida. All applicable premiums or other similar payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an employee welfare benefit plan under ERISA §3(1).

(iv) Each such Employee Benefit Plan that is intended to meet the requirements of a "qualified plan" under Section 401(a) of the Code has received a determination letter from the Internal Revenue Service that such Employee Benefit Plan is so qualified, or can rely on an advisory or opinion letter from the Internal Revenue Service to the prototype plan or volume submitter plan sponsor, and nothing has occurred since the date of such letter that would reasonably be expected to adversely affect the qualified status of any such Employee Benefit Plan.

(v) To the Knowledge of Bona Vida, there have been no "prohibited transactions" (as defined in Section 406 of ERISA and Section 4975 of the Code and for which no prohibited transaction exemption is available) with respect to any such Employee Benefit Plan during the prior three (3) years. To the Knowledge of Bona Vida, no fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No Action with respect to such Employee Benefit Plan (including with respect to the administration or the investment of the assets of any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of Bona Vida, threatened, and no such Employee Benefit Plan within the past three (3) years has been the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction, or similar program sponsored by an Governmental Authority.

(vi) None of such Employee Benefit Plans is a pension plan that is subject to Title IV of ERISA (a "**Title IV Plan**"), a "multiemployer pension plan" (as defined in Section 3(37) of ERISA) (a "**Multiemployer Plan**"), a "multiple employer plan" (as defined in Section 413(c) of the Code), or a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA). Bona Vida does not maintain, sponsor, or contribute to, and is not required to contribute to (or in the past six years has not maintained, sponsored, contributed to, or been required to contribute to) a Title IV Plan or a Multiemployer Plan. Bona Vida and its ERISA Affiliates have neither incurred in the past six (6) years nor do they reasonably expect to incur (directly or indirectly) any material liability under Title I or Title IV of ERISA (or related provisions of the Code) relating to any such Employee Benefit Plan.

(vii) None of such Employee Benefit Plans provides post-termination or retiree health benefits to any individual for any reason, except as required pursuant to COBRA (or similar state law), and Bona Vida does not have any obligation or liability to provide such benefits to any individual.

(viii) Bona Vida does not have a commitment or obligation, and has not made any representations to any employee or other individual or entity (whether or not legally binding), to adopt, amend, modify, or terminate any such Employee Benefit Plan or collective bargaining agreement, or to adopt a new benefit plan, in connection with the transactions contemplated by this Agreement or otherwise.

(ix) Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement, directly or in combination with any termination of employment, will result in the acceleration, vesting, funding, or creation of any rights of any director, officer, retiree, independent contractor, consultant or employee to payments or benefits, or increases or enhancements in any payments or benefits or any loan forgiveness, in each case, from Bona Vida.

(x) No Employee Benefit Plan is a nonqualified deferred compensation plan within the meaning of Section 409A(d)(1) of the Code (each such Employee Benefit Plan, a "**Deferred Compensation Plan**"); and (ii) Bona Vida has not (a) granted to any person an interest in any Deferred Compensation Plan which interest has been or, upon the lapse of a substantial risk of forfeiture with respect to such interest, will be subject to the additional tax (including interest)

imposed by Section 409A(a)(1)(B) or (b)(5)(A) of the Code, or (b) modified the terms of or operated any Deferred Compensation Plan in a manner that could cause an interest previously granted under such plan to become subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(5)(A) of the Code. Bona Vida does not have any obligation to gross-up, indemnify, or reimburse any individual or entity for any excise taxes, interest, or penalties incurred pursuant to Section 409A of the Code.

(m) Tax Matters. Except as set forth on Schedule 3.1(m), to Bona Vida's Knowledge:

(i) Bona Vida and each of its Subsidiaries has timely filed, or has caused to be timely filed on its behalf, all income and other material Tax Returns that it was required to file under applicable Laws (after giving effect to any filing extension properly granted by a Governmental Authority having the authority to do so). All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws. All Taxes due and owing by Bona Vida and each of its Subsidiaries have been paid, except for amounts that are being contested in good faith. Neither Bona Vida nor any of its Subsidiaries has any obligation to pay Taxes pursuant to Section 965 of the Code. Since the Balance Sheet Date, neither Bona Vida nor any of its Subsidiaries has incurred any liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice.

(ii) There are no Encumbrances for Taxes (other than Taxes not yet due and payable) on any of the assets of Bona Vida or its Subsidiaries.

(iii) Neither Bona Vida nor and any of its Subsidiaries has entered into any agreement with any Tax Authority to extend the period of limitations for any Taxes. No Tax audit, examination or other Action is now pending against Bona Vida or any of its Subsidiaries or has been threatened in writing, and no Tax deficiency has been asserted or threatened in writing against Bona Vida or any of its Subsidiaries that remains unpaid.

(iv) Neither Bona Vida nor any of its Subsidiaries (1) is a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar Contract (other than customary commercial leases or other Contracts that are not primarily related to Taxes and were entered into in the ordinary course of business), or (2) has any liability for Taxes of another Person (other than Bona Vida) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or Non-U.S. Law), as a transferee or successor, by Contract or otherwise.

(v) Bona Vida has not constituted either a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(vi) Bona Vida and each of its Subsidiaries has withheld or has caused to be withheld, and has paid over or has caused to have been paid over to the appropriate Governmental Authorities, all Taxes required to be so withheld and paid over for all periods under all applicable Law in connection with amounts paid or owing to any employee, shareholder, stockholder, partner, member, independent contractor, creditor, customer, non-resident or other

party and all filings (including Forms W-2 and 1099) required with respect thereto have been properly completed and timely filed. Bona Vida and each of its Subsidiaries has correctly classified those individuals performing services as common law employees, leased employees, independent contractors or agents of Bona Vida or its Subsidiaries.

(vii) Bona Vida has made available to BCC complete and correct copies of all federal, state and local (i) income Tax Returns of, and (ii) examination reports and statements of deficiencies assessed against or agreed to by, Bona Vida in each case for years ending on or after December 31, 2014.

(viii) No claim has ever been made by any taxing authority in any jurisdiction where Bona Vida or its Subsidiaries does not currently file Tax Returns that it is or may be subject to Tax or required to file a Tax Return in that jurisdiction.

(ix) Bona Vida will not be required to include any item of income or gain in, or be required to exclude any item of deduction or loss from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in, or improper, method of accounting for a taxable period ending on or prior to the Closing Date; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) executed on or prior to the Closing Date; (iii) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Law) occurring or arising in a taxable period ending on or prior to the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; (v) election under Section 108(i) of the Code; (vi) prepaid amount or advance payment received on or prior to the Closing Date; (vii) use of the "deferral method of accounting"; or (viii) the application of Section 951 or Section 951A of the Code with respect to income earned or recognized or payments received on or prior to the Closing Date. Bona Vida does not use the cash method of tax accounting.

(x) Bona Vida has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(l)(A)(ii) of the Code.

(xi) Bona Vida has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return that could reasonably be expected to result in the imposition of penalties under Section 6662 of the Code or any comparable provisions of state, local or non-U.S. applicable Law. Bona Vida has not engaged in any "listed transaction," as set forth in Section 1.6011-4(b)(2) of the U.S. Treasury Regulation.

(xii) Neither Bona Vida nor any of its Subsidiaries owns any interest in any entity or arrangement classified as a trust, partnership or disregarded entity for U.S. federal income Tax purposes.

(xiii) The prices and terms for the provision of any property or services between or among Bona Vida and its affiliates, or its branches, offices or permanent establishments comply with the principles set forth in Section 482 of the Code (and any similar provisions of state, local or foreign Law), are arm's length for purposes of all applicable transfer pricing Laws, and all

related documentation required by such Laws has been timely prepared or obtained and, if necessary, retained.

(xiv) Neither Bona Vida nor any of its Subsidiaries has any operations outside of the United States, including branches, offices or permanent establishments.

(xv) There are no closing agreements or similar arrangements with any Governmental Authority with regard to the determination of the Tax liability of Bona Vida or any of its Subsidiaries that would have continuing effect on periods (or portions thereof) ending after the Closing Date. There are no requests or rulings or determinations in respect of any Tax or Tax asset pending between the Bona Vida or any of its Subsidiaries and any Governmental Authority.

(xvi) Neither Bona Vida nor and any of its Subsidiaries has taken any action, agreed to take any action or failed to take any action, or has Knowledge of any fact or circumstance that, in each case, could reasonably be expected to prevent (a) the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code or (b) the exchange of all of the outstanding equity interests of Trupet for BCC capital stock pursuant to the Trupet SEA, together with the Merger and the Financing, from qualifying as an exchange under Section 351 of the Code.

(n) Environmental, Health and Safety Matters.

(i) Bona Vida has been and is in compliance with all EHSR, other than such instances of non-compliance which, individually or in the aggregate, will not have a Material Adverse Effect.

(ii) Without limiting the generality of the foregoing, Bona Vida has obtained and is in compliance with, all permits, licenses and other authorizations that are required pursuant to all EHSR for the occupation of its facilities and the operation of its business.

(iii) Bona Vida has not received any written or oral notice, report or other information regarding any actual or alleged violation of any EHSR, or any Liabilities, including any investigatory, remedial or corrective obligations, relating to any of its facilities arising under any EHSR.

(o) Contracts. Schedule 3.1(o) sets forth a complete and accurate list of all material Contracts to which Bona Vida is a party or by which Bona Vida is subject, including the following:

(i) the Organizational Documents of Bona Vida;

(ii) any agreement (or group of related agreements) for the lease of personal property to or from any Person providing for lease payments in excess of $25,000 per annum;

(iii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will: (A) extend over a period of more

than one year; (B) result in a material loss to Bona Vida; or (C) involve consideration in excess of $25,000;

(iv) any agreement concerning a partnership or joint venture;

(v) any material agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any Indebtedness for borrowed money, or any capitalized lease obligation, in excess of $25,000 or under which it has imposed a security interest on any of its assets, tangible or intangible;

(vi) any agreement concerning confidentiality or noncompetition other than with clients and vendors in the ordinary course of business;

(vii) any profit sharing, unit option, unit purchase, unit appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former managers, directors, officers, or employees;

(viii) any collective bargaining agreement;

(ix) any agreement other than on an employment-at-will basis for the employment of any individual on a full-time, part-time, consulting, or other basis or providing severance benefits, if the amount payable after January 1, 2019 exceeds $50,000;

(x) any agreement under which it has advanced or loaned any amount of money to any of its managers, directors, officers or employees outside the ordinary course of business;

(xi) any agreement under which the consequences of a default or termination may have a Material Adverse Effect on Bona Vida;

(xii) any agreement that provides for the indemnification by Bona Vida of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(xiii) any agreement that relates to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(xiv) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising agreements to which Bona Vida is a party;

(xv) any agreement with any Governmental Authority to which the Company is a party;

(xvi) any agreement that grants any right of first refusal, right of first offer, or similar right with respect to any material assets, rights or properties of Bona Vida;

(xvii) any agreement that obligates Bona Vida to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party, or upon consummation of the Merger will obligate Bona Vida or any Affiliates of Bona Vida to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party;

(xviii) any agreement that contains any provision that requires the purchase of all or a material portion of Bona Vida's requirements for a given product or service from a given third party, which product or service is material to Bona Vida;

(xix) any other agreement (or group of related agreements) the performance of which involves consideration in excess of $25,000; or

(xx) Bona Vida has delivered to BCC a correct and complete copy of each written Contract listed onSchedule 3.1(o). With respect to each such Contract: (i) the Contract is legal, valid, binding, enforceable, and in full force and effect; (ii) Bona Vida has not received written notice from the counterparty that it is in breach or default; (iii) no party has repudiated any provision of such agreement or informed Bona Vida that it does not intend to renew such Contract; and (iv) no event of default, termination event, or material breach that, with notice or the lapse of time or both, would result in an event of default or termination event (in each case as defined or referred to in such Contract) by Bona Vida or any other party thereto has occurred or has occurred and is continuing under any such Contract.

(p) Title to Assets; Real Property.

(i) Bona Vida has good and valid (and, in the case of owned real property, good and marketable fee simple) title to, or a valid leasehold interest in, all real property and personal property and other assets reflected in the Bona Vida Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

(ii) Schedule 3.1(p)(ii) lists: (A) the street address of each parcel of real property; (B) if such property is leased or subleased by Bona Vida, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (C) the current use of such property. With respect to leased real property, Bona Vida has delivered or made available to BCC true, complete and correct copies of any leases affecting the real property. Bona Vida is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased real property. The use and operation of the real property in the conduct of Bona Vida's business does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. There are no Actions pending nor, to the Knowledge of Bona Vida, threatened against or affecting the real property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

(iii) Condition and Sufficiency of Assets. The assets of Bona Vida reflected in the Balance Sheet or acquired after the date thereof (but excluding inventory sold since the date thereof in the ordinary course of business) are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost, except for obsolete assets that are not material to the business of Bona Vida. The assets of Bona Vida owned, leased or licensed by Bona Vida comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used in the conduct of the business of Bona Vida and are sufficient for the continued conduct of Bona Vida's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of Bona Vida as currently conducted.

(q) Guarantees. Bona Vida is not a guarantor or otherwise is liable for any liability or obligation (including Indebtedness) of any other Person.

(r) Insurance.

(i) Schedule 3.1(r) contains a true, complete and correct list of all insurance policies, binders, and fidelity or surety bonds maintained by or on behalf of Bona Vida or any of its respective assets, properties, directors, members, managers and officers. Bona Vida has delivered to BCC true, complete and correct copies of all such insurance policies, binders and fidelity or surety bonds in effect as of the Execution Date (the "**Policies**").

(ii) Each Policy is in full force and effect and is valid, binding and enforceable in accordance with its respective terms. Neither the execution and delivery of this Agreement or the Transaction Documents to which it is a party nor the consummation of the Merger will cause the lapse or result in the termination of any Policy. Bona Vida is not in default under any Policy.

(iii) Bona Vida has not received any notice from the insurer under any Policy disclaiming or disputing coverage, reserving rights with respect to a particular claim or such Policy in general or canceling or materially amending any such Policy (including the amount of the premium payable in respect thereof), and there is no claim by Bona Vida pending under any such Policy.

(iv) All premiums due and payable for the Policies have been duly paid, and such policies (or extensions, renewals or replacements thereof with comparable policies) will be in full force and effect without interruption until the Closing Date.

(v) Policies (A) are of the type and provide the coverage of insurance policies customarily carried by Persons conducting businesses similar to the business of Bona Vida, (ii) are sufficient to comply with all applicable Laws and Contracts to which the Company is a party or by which Bona Vida is bound and (iii) insure all insurable assets of the Company up to their respective full replacement values.

(s) Financial Statements. Bona Vida has delivered to BCC unaudited balance sheets, statements of profit and loss and cash flow statements for the periods from January 1

through December 31, 2018 (the "**Bona Vida Financial Statements**"). To its Knowledge, the Bona Vida Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved, subject to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The unaudited balance sheet of Bona Vida as of December 31, 2018 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**". To its Knowledge, Bona Vida maintains a standard system of accounting established and administered in accordance with GAAP. To its Knowledge, the Bona Vida Financial Statements have been prepared based on information derived from the books and records of Bona Vida and present fairly the financial condition, results of operations, changes in financial position of Bona Vida, and shareholder' equity at the dates and for the periods indicated, do not contain any untrue statements or omit to state any material fact necessary to make the Bona Vida Financial Statements not misleading, and have been prepared in conformity with GAAP consistently applied.

(t) Absence of Certain Changes, Events and Conditions. Except as set forth on Schedule 3.1(t), since the Balance Sheet Date: (i) Bona Vida and each Bona Vida Subsidiary has conducted its business in all material respects in the ordinary course consistent with past practice, (ii) there has not been any Material Adverse Effect, and (iii) no actions have been taken by Bona Vida or any Bona Vida Subsidiary which, if such actions were taken after the Execution Date and prior to Closing, would be in violation of Section 5.2.

(u) Undisclosed Liabilities. Except as set forth in the Bona Vida Financial Statements or Schedule 3.1(u), Bona Vida has no Liabilities (absolute, accrued, contingent or otherwise) other than (i) Liabilities included in the most recent Bona Vida Financial Statements or (ii) normal or recurring Liabilities in the ordinary course of business consistent with past practice.

(v) Customers and Suppliers.

(i) Schedule 3.1(v)(i) sets forth: (A) each customer who has paid aggregate consideration to Bona Vida for goods or services rendered in an amount greater than or equal to $50,000 for each of the two most recent fiscal years (collectively, the "**Bona Vida Material Customers**"); and (B) the amount of consideration paid by each Bona Vida Material Customer during such periods. Except as provided on Schedule 3.1(v)(i), Bona Vida has not received any notice, and to its Knowledge it has no reason to believe, that any Bona Vida Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with Bona Vida.

(ii) Schedule 3.1(v)(ii) sets forth (a) each supplier to whom Bona Vida has paid consideration for goods or services rendered in an amount greater than or equal to $50,000 for each of the two (2) most recent fiscal years (collectively, the "**Bona Vida Material Suppliers**"); and (b) the amount of purchases from each Bona Vida Material Supplier during such periods. Bona Vida has not received any notice, and to its Knowledge has no reason to believe, that any Bona Vida Material Suppliers has ceased, or intends to cease, to supply goods or services to Bona Vida or to otherwise terminate or materially reduce its relationship with Bona Vida.

(w) Employees.

(i) With respect to the business of Bona Vida, except as set forth on Schedule 3.1(w)(i):

(A) Schedule 3.1(w)(i)(A) sets forth a true, correct and complete list of each person currently employed by Bona Vida (the "**Bona Vida Employees**") and with respect to each such Bona Vida Employee the following information: (i) the employer of such Bona Vida Employee, (ii) the amount of salary currently being paid on a gross annualized basis, the hourly pay rate (if applicable) of such Bona Vida Employee and the amount of compensation paid in 2018; (iii) the nature and amount of all compensation proposed to be paid during calendar year 2019, (d) the material terms of any employment or similar agreement with such Bona Vida Employee; and (iv) the nature and amount of any perquisites or personal benefits currently being provided to or for the account of such Bona Vida Employee, other than the employee benefit plans of general application described herein. Schedule 3.1(w)(i)(A) contains a list of individuals who are (A) "leased employees" within the meaning of Section 414(n) of the Code or (B) "independent contractors" within the meaning of the Code and the rules and regulations promulgated thereunder, and in each case, the amount paid by BCC during calendar year 2018 and the hourly pay rate or other compensatory arrangements with respect to each such person.

(B) Except as set forth on Schedule 3.1(w)(i)(B), Bona Vida is currently conducting and, and since January 1, 2018, has conducted its operations in compliance with any Law, agreement, plan or program applicable to Bona Vida relating to labor or employment relations or practices (including terms and conditions of employment, management-labor relations, wage and hour issues, meal and rest periods, data privacy and data protection, immigration, classification as exempt employees or independent contractors, equal opportunity, occupational safety and health, collective bargaining, nondiscrimination, harassment, immigration, the payment of social security and other Taxes), except for any such violations that would not, individually or in the aggregate, reasonably be expected to (i) subject Bona Vida to any material liability or (ii) adversely affect in any material respect Bona Vida's ability to conduct its business after the Closing as presently conducted. There are no pending or, to the Knowledge of Bona Vida, threatened charges of unfair labor practices, employment discrimination or other wrongful action with respect to any aspect of employment of any person employed or formerly employed by Bona Vida. All persons who have performed services for Bona Vida and have been classified as independent contractors have satisfied the requirements of all material federal and state laws to be so classified, and as applicable Bona Vida have fully and accurately reported their compensation on IRS Forms 1099 or other applicable tax forms for independent contractors when required to do so. Bona Vida is not engaged in and, since January 1, 2018, has not engaged in any unfair labor practice.

(C) There are no pending or, to the Knowledge of Bona Vida, threatened, legal actions, lawsuits, arbitrations, administrative or other proceedings, charges, complaints, investigations, inspections, audits or notices of violations or possible violations brought by or on behalf of, or otherwise involving, any current or former Bona Vida Employee, any person alleged to be a current or former Bona Vida Employee, any applicant for employment, or any class of the foregoing, or any Governmental Authority, that involve the labor or employment relations and practices of Bona Vida, including any claims for actual or alleged harassment or

discrimination based on race, national origin, age, sex, sexual orientation, religion, disability, or similar tortuous conduct, wage and hour claims, breach of contract, wrongful termination, defamation, intentional or negligent infliction of emotional distress, interference with contract or interference with actual or prospective economic advantage (collectively, "**Labor Actions**"). To the Knowledge of Bona Vida, there is no valid basis for any such Labor Actions. There are no pending or, to the Knowledge of Bona Vida, threatened or anticipated material grievances or arbitration proceedings arising out of or under any labor union or collective bargaining agreement. Except as set forth on Schedule 3.1(w)(i)(C), there are no claims pending or, to the Knowledge of Bona Vida, reasonably expected or threatened, against Bona Vida under any workers' compensation or long term disability plan or policy applicable to any current or former Bona Vida Employees.

(D) None of the current officers or executives of Bona Vida or other key Bona Vida Employees has notified Bona Vida that he or she is terminating or intends to terminate his or her employment with Bona Vida prior to, upon or within twelve (12) months following the Closing Date. There has not been, and to the Knowledge of Bona Vida, there will not be, any adverse change relating to relations with Bona Vida Employees as a result of the transactions contemplated by this Agreement. To the Knowledge of Bona Vida, no officer or executive of Bona Vida or other key Bona Vida Employee is party to any confidentiality, non-competition, proprietary rights or other such agreement that would materially restrict the performance of such Person's employment duties with Bona Vida or the ability of Bona Vida to conduct its business.

(E) Except as set forth in the Schedule 3.1(w)(i)(E), Bona Vida has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of the federal Worker Adjustment and Retraining Notification Act or any similar state, local or foreign Law (including any state Laws relating to plant closings or mass layoffs) (collectively, "**WARN**") during the last six (6) years. To the Knowledge of Bona Vida, Bona Vida is and has been in compliance with WARN, and Bona Vida has not incurred any liability or obligation under WARN which remains unsatisfied.

(F) Bona Vida has provided all Bona Vida Employees with all wages, benefits, relocation benefits, stock options, bonuses and incentives and all other compensation which became due and payable through the date of this Agreement. Bona Vida has not instituted any "freeze" of, or delayed or deferred the grant of, any cost-of-living or other salary adjustments for any Employees. Neither the execution or delivery of this Agreement, nor the continuing conduct of the business of Bona Vida as currently conducted or contemplated, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default of, any contract under which the Bona Vida Employees are now obligated.

(G) there is no collective bargaining agreement or relationship with any labor organization;

(H) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition;

(I) to the Knowledge of Bona Vida, no union organizing or decertification efforts are underway or threatened;

(J) no labor strike, work stoppage, slowdown, or other material labor dispute has occurred since January 1, 2018, and none is underway or, to the Knowledge of Bona Vida, threatened;

(K) there is no workmen's compensation liability, experience or matter outside the Ordinary Course of Business;

(L) there are no employment contracts or severance agreements with any employees of Bona Vida; and

(M) there are no written personnel policies, rules, or procedures applicable to employees of Bona Vida.

(ii) With respect to this transaction, any notice required under any employment-related Law or a collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, as of the Closing Date, satisfied.

(iii) No employment agreement of Bona Vida contains any severance, change of control or similar type of provision which would trigger a payment by BCC following consummation of the transactions contemplated by this Agreement, except as set forth on Schedule 3.1(w)(iii).

(x) Notes and Accounts Receivable. All notes and accounts receivable of Bona Vida are reflected properly on the books and records of Bona Vida, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with its terms at its recorded amounts, subject only to the reserve for bad debts set forth on the face of the Bona Vida Financial Statements (rather than in any notes thereto) as adjusted for the passage of time through the Effective Time in accordance with the past custom and practice of Bona Vida.

(y) Books and Records. The books and records including capital account books of Bona Vida, all of which have been made available to BCC, are complete and correct in all material respects and have been maintained in electronic form in accordance with sound business practices. The books and records of Bona Vida contain accurate records of all meetings, and actions taken by written consent of, the Bona Vida Shareholders, the Bona Vida Board and any committee of the Bona Vida Board, and for at least the past five (5) years no meeting, or action taken by written consent, of any such Bona Vida Shareholders, Bona Vida Board or committee of the Bona Vida Board has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of Bona Vida.

(z) Restricted Securities. By receiving the Merger Consideration, each Bona Vida Shareholder acknowledges and agrees that: (i) the BCC Common Stock to be issued pursuant to this Agreement is being acquired by such Bona Vida Shareholder for its own account and not with a view to or for distribution or reselling such BCC Common Stock or any part thereof in violation of the Securities Act or any applicable state securities Laws; (ii) the BCC Common Stock

will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, which depends, in part, upon the accuracy of Bona Vida and each Bona Vida Shareholder's representations as expressed in this Agreement; (iii) the BCC Common Stock to be issued in connection with this Agreement will be "restricted securities" under applicable U.S. federal securities Laws and may be disposed of only pursuant to an effective registration statement under the Securities Act or an exemption from registration under the Securities Act. Each Bona Vida Shareholder acknowledges that BCC has no obligation to register for resale the BCC Common Stock to be issued pursuant to this Agreement.

(aa) Shareholder Status. By receiving the Merger Consideration, each Bona Vida Shareholder acknowledges and agrees that at the time such Bona Vida Shareholder was offered the BCC Common Stock, it was, and as of the Execution Date it is, an "accredited investor" within the meaning of Rule 501 under the Securities Act. A copy of the definition is contained on Schedule 3.1(aa). Such Bona Vida Shareholder is not subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

(bb) Disclosure. No statement, representation or warranty by Bona Vida in this Agreement, including the Disclosure Schedules hereto, contains any untrue statement of material fact, or omits to state a material fact, necessary to make such statements, representations and warranties not misleading. There is no fact known to the Knowledge of Bona Vida which has specific application to Bona Vida or, so far as can reasonably be foreseen, may in the future have a Materially Adverse Effect on Bona Vida or any Subsidiary which has not been set forth in this Agreement or the Disclosure Schedules hereto.

(cc) OFAC. None of Bona Vida, any Bona Vida Subsidiary or, to the Knowledge of Bona Vida, any director, officer, agent, employee, or Affiliate of Bona Vida or any of its Subsidiaries or any Person acting on behalf of Bona Vida or any Bona Vida Subsidiary is named on any list of persons, entities, and governments issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") pursuant to Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as in effect on the Execution Date, or any similar list issued by OFAC or any other department or agency of the United States of America under the applicable economic sanctions and/or export control Laws (collectively, the "**OFAC Lists**"), or is owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in any OFAC Lists.

(dd) Certain Securities Law Matters. Each Bona Vida Shareholder by his, her or its acceptance of delivery of the Merger Consideration, (i) acknowledges the opportunity to review a legal opinion provided by counsel to BCC and the matters presented in such opinion, and (ii) is not relying solely upon the opinion in making an investment decision to accept the Merger Consideration or appraisal rights under the DGCL.

Section 3.2 Survival. The foregoing representations and warranties shall survive the Closing Date through the General Expiration Date except as provided in Section 5.6(c)(ii).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BCC AND MERGER SUB

Section 4.1 Representations and Warranties of BCC and Merger Sub. BCC represents and warrants to Bona Vida that the statements contained in this Section 4.1 are true and correct as of the Execution Date and will be true and correct as of the Closing Date, except as modified by the Disclosure Schedules of BCC attached to this Agreement, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation made herein only to the extent of the disclosure contained in the corresponding Section of the Disclosure Schedules or to the extent that such qualification is reasonably apparent.

(a) Subsidiaries. Each of the Subsidiaries of BCC as of the date of this Agreement and its place of organization is set forth onSchedule 4.1(a). All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of BCC that is owned directly or indirectly by BCC have been validly issued, were issued free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Encumbrances, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for Permitted Encumbrances or any Encumbrances: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the organizational or charter documents of any non-wholly-owned Subsidiary of BCC. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, BCC does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

(b) Organization and Qualification. BCC and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither BCC nor any Subsidiary is in violation nor default of any of the provisions of its respective Organizational Documents. Each of BCC and its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Action has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. BCC and each of its Subsidiaries has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by BCC and each of its Subsidiaries and the consummation by each of the transactions contemplated hereby and thereby have been (subject to the approval of the adoption of this Agreement and the transactions contemplated hereby by the BCC Stockholders and the sole stockholder of Merger Sub) duly authorized by all necessary action on the part of BCC and each of its Subsidiaries and no further action is required by BCC or any its Subsidiaries or their respective officers, directors, or shareholders in connection herewith or

therewith. This Agreement and each other Transaction Document to which BCC or any of its Subsidiaries is a party has been (or upon delivery will have been) duly executed by BCC and each such Subsidiary and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of BCC and each such Subsidiary enforceable against BCC and each such Subsidiary in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Law. Without limiting the generality of the foregoing, (1) the BCC Board has unanimously (w) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of BCC and its stockholders, (x) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (y) directed that this Agreement be submitted to the BCC Stockholders for adoption, and (z) resolved to recommend the approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the BCC Stockholders; and (2) the Board of Directors of Merger Sub has unanimously (w) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of Merger Sub and its stockholder, (x) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, (y) directed that this Agreement be submitted to the stockholder of Merger Sub for adoption, and (z) resolved to recommend the approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger, by the stockholder of Merger Sub.

(d) No Conflicts. The execution, delivery and performance by BCC and each of its Subsidiaries of this Agreement and the other Transaction Documents to which it is a party, the exchange of the Securities and the consummation by BCC and each of its Subsidiaries of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of BCC's or any Subsidiary's Organizational Documents, or (ii) constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance upon any of the properties or assets of BCC or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a BCC or Subsidiary debt or otherwise) or other understanding to which BCC or any Subsidiary is a party or by which any property or asset of BCC or any Subsidiary is bound or affected, or (iii) materially conflict with or result in a violation of any Law or other restriction of any court or Governmental Authority to which BCC or a Subsidiary is subject (including federal and state securities Laws), or by which any property or asset of BCC or a Subsidiary is bound or affected; except in the case of each of clauses (ii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Capital Structure.

(i) The authorized capital stock of BCC consists of 580,000,000 shares of BCC Common Stock, $0.001 par value, 20,000,000 shares of preferred stock, $0.001 par value per share, of which 1,000 shares are designated as Series A preferred stock ("**Series A Preferred Stock**") and 2,900,000 shares are designated as Series E preferred stock ("**Series E Preferred**

Stock"). Schedule 4.1(e)(i) sets forth, as of the Effective Date, (i) the number of shares of BCC Common Stock that are issued and outstanding, (ii) the number of shares of Series A Preferred Stock that are issued and outstanding and (iii) the number of shares of Series E Preferred Stock that are issued and outstanding. All issued and outstanding shares of the capital stock of BCC are duly authorized, validly issued, fully paid and nonassessable, and no class of capital stock is entitled to preemptive rights. All shares of BCC Common Stock issued pursuant to the terms of this Agreement shall be duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights.

(ii) Except as set forth on Schedule 4.1(e)(ii) there are no securities, options, warrants, calls, rights, commitments, agreements, rights of first refusal, arrangements or undertakings of any kind to which BCC or any BCC Subsidiary is a party or by which any of them is bound, obligating BCC or any BCC Subsidiary to issue, deliver or sell or create, or cause to be issued, delivered or sold or created, additional shares of BCC Common Stock, shares of Preferred Stock or other equity securities or phantom stock or other contractual rights the value of which is determined in whole or in part by the value of any equity security of BCC or any of the BCC Subsidiaries or obligating BCC or any BCC Subsidiary to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, right of first refusal, arrangement or undertaking. There are no outstanding contractual obligations of BCC or any BCC Subsidiary to repurchase, redeem or otherwise acquire any shares of BCC Common Stock, shares of Preferred Stock, or other equity securities of BCC or any BCC Subsidiary. Neither BCC nor any BCC Subsidiary is a party to or, to the Knowledge of BCC, bound by any agreements or understandings concerning the voting (including voting trusts and proxies) of any capital stock of BCC or any of the BCC Subsidiaries.

(iii) The membership interests of Trupet set forth on Schedule 4.1(e)(iii) constitute all of the issued and outstanding equity interests in Trupet as of the Effective Date, and such membership interests are owned of record by the applicable Trupet Members listed on Schedule 4.1(e)(iii). The membership interests listed on Schedule 4.1(e)(iii) constitute all of the interests in and to Trupet that are held by each Trupet Member. Except as set forth on Schedule 4.1(e)(iii), there exist no rights to purchase, subscriptions, warrants, options, conversion rights, preemptive rights or similar rights, and there are no outstanding equity, appreciation, phantom interest, profits participation or other benefit plans relating to the membership interests of Trupet. All issued and outstanding membership interests of Trupet are: (i) duly authorized, validly issued, fully paid and non-assessable; (ii) not subject to any preemptive rights created by statute, the Trupet organizational documents, or any agreement to which Trupet is a party; and (iii) free of any Encumbrances created by Trupet in respect thereof or by any third party. All issued and outstanding membership interests of Trupet were issued in compliance with applicable Law.

(f) Certain Fees. Except as set forth on Schedule 4.1(f), no brokerage, finder's fees, commissions or due diligence fees are or will be payable by BCC or any BCC Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to this Agreement or the transactions contemplated hereby other than fees to counsel and auditors. Bona Vida shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 4.1(f) that may be due in connection with this Agreement or the transactions contemplated hereby.

(g) Litigation. Except as disclosed on Schedule 4.1(g), there are no Actions pending or, to the Knowledge of BCC, threatened by or against BCC or any BCC Subsidiary involving more than, individually or in the aggregate, $25,000. There is no Action pending or, to the Knowledge of BCC, threatened against or affecting BCC or any BCC Subsidiary before or by any Governmental Authority which: (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the issuance of the Merger Consideration or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither BCC or any BCC Subsidiary nor any officer or director thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities Laws or a claim of breach of fiduciary duty. There has not been, and, to the Knowledge of BCC, there is not pending or contemplated, any investigation by the SEC or any other Governmental Authority involving BCC or any BCC Subsidiary or any current or former director or officer thereof.

(h) Bad Actors. No "covered person" of BCC or any BCC Subsidiary (as such term is defined in Rule 506(d) of Regulation D of the Securities Act) is subject to any disqualification under Rule 506(d) of Regulation D of the Securities Act.

(i) Compliance with Laws; Permits .

(i) To the Knowledge of BCC, BCC and each of its Subsidiaries are in material compliance with all applicable Laws, rules, regulations, and policies administered or enforced by the FDA, the DEA, and any other Governmental Authority that regulates the development of BCC's Products and the Products of each of its Subsidiaries, including, without limitation, relating to sales and marketing practices, mislabeling and misbranding requirements, good manufacturing practices, pre- and post-marketing adverse drug experience and adverse drug reaction reporting, and all other pre- and post-marketing reporting requirements, as applicable. Except as disclosed in Schedule 4.1(i)(i), BCC or any of its Subsidiaries has not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from the FDA or any other applicable Governmental Authority alleging that any operation or activity of BCC or any of its Subsidiary is, or has been, in violation of any applicable Law.

(ii) Subject to Section 4.1(i)(i), BCC and each BCC Subsidiary have complied and are currently in compliance with all applicable federal, state, local, foreign or other Laws, except for any instance of non-compliance that has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(iii) All Permits required for BCC and each BCC Subsidiary to conduct its respective business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Schedule 4.1(i)(iii) lists all current Permits issued to BCC and each BCC Subsidiary, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Schedule 4.1(i)(iii).

(iv) Neither BCC, any BCC Subsidiary or any of their officers, directors, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and BCC and each BCC Subsidiary has conducted its business in compliance with the FCPA.

(v) Neither BCC, any BCC Subsidiary or any of their officers, directors, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of other United States Laws, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to (A) any official or any government of the United States or any state or local instrumentality or (B) any corporation, limited liability company or other entity.

(vi) None of BCC, any of its Subsidiaries, or any of their respective officers, directors or employees and none of the holders, directly or indirectly, of equity securities of BCC or any of its Subsidiaries, has been excluded, suspended or debarred from participation in any U.S. state or federal health care program or has been convicted of any crime or is subject to a governmental inquiry, investigation or other action, or has engaged in any conduct, that could reasonably be expected to result in debarment, suspension, or exclusion, nor, to the Knowledge of BCC, is any such exclusion, suspension or bar pending or threatened. Schedule Section 4.1(i)(vi) sets forth a complete list of any final adverse legal actions, including but not limited to convictions, exclusions, revocations, suspensions or otherwise, that would be required to be reported to any Governmental Authority prior to or as the result of the execution of the Transaction.

(j) Intellectual Property.

(i) Schedule 4.1(j)(i) lists all: (A) BCC IP Registrations; and (B) BCC Intellectual Property that is not registered but that is material to BCC's and each of its Subsidiaries' business or operations. BCC and each of its Subsidiaries has taken all reasonable and necessary steps to maintain and enforce the BCC Intellectual Property and to preserve the confidentiality of all trade secrets included therein. All required filings and fees related to BCC IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all BCC IP Registrations are otherwise in good standing. To the Knowledge of BCC, all of the Intellectual Property held by BCC and its Subsidiaries is valid and enforceable, all Intellectual Property Registrations are subsisting and in full force and effect, and there are no facts or circumstances that would render any BCC IP Registrations invalid or unenforceable. To the Knowledge of BCC, there has been no misrepresentation or failure to disclose, any fact or circumstances in any application for any BCC IP Registrations that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any BCC IP Registrations. BCC or any of its Subsidiaries has not claimed a particular status, including "small entity status," in the application for any BCC IP Registrations, which claim of status was not at the time made, or which has since become, inaccurate or false or that will no longer be true and accurate as a result of the Closing.

(ii) Schedule 4.1(j)(ii) lists all BCC IP Agreements that are material to BCC's business as it presently is being conducted. BCC has made available to Bona Vida true and complete copies of all such BCC IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each BCC IP Agreement is valid and binding on BCC or its Subsidiary, as applicable, in accordance with its terms and is in full force and effect. None of BCC, its Subsidiaries, or, to its Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any BCC IP Agreement.

(iii) Except as disclosed on Schedule 4.1(j)(iii), BCC or one of its Subsidiaries is the sole and exclusive legal and beneficial, and with respect to BCC's or its Subsidiary's IP Registrations, record, owner of all right, title and interest in and to BCC's or its Subsidiary's Intellectual Property, and BCC or its Subsidiary has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of BCC's or its Subsidiary's current business or operations, in each case, free and clear of Encumbrances other than Permitted Encumbrances.

(iv) Since its inception, BCC and its Subsidiaries have entered into binding, written agreements with every current and former employee and with every current and former independent contractor who is or was involved in or has contributed to the invention, creation, or development of any Intellectual Property during the course of employment or engagement with BCC or its Subsidiary, whereby such employees and independent contractors (A) assign to BCC or its Subsidiary any ownership interest and right they may have in BCC's or its Subsidiary's Intellectual Property; and (B) acknowledge BCC's or its Subsidiary's exclusive ownership of BCC's or its Subsidiary's Intellectual Property. BCC provided Bona Vida with true and complete copies of all such agreements.

(v) the conduct of BCC's and its Subsidiaries' businesses as currently and formerly conducted and as proposed to be conducted, including the use of the BCC Intellectual Property in connection therewith, and the products, processes, and services of BCC and its Subsidiaries have not infringed, misappropriated, or otherwise violated the Intellectual Property or other rights of any Person.

(vi) To the Knowledge of BCC, no Person has infringed, misappropriated, or otherwise violated any Intellectual Property held by BCC or its Subsidiaries. There are no Actions (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or, to BCC's Knowledge, threatened (including in the form of offers to obtain a license), (A) alleging any infringement, misappropriation, or other violation by BCC or any of its Subsidiaries of the Intellectual Property of any Person; (B) challenging the validity, enforceability, registrability, patentability, or ownership of any Intellectual Property held by BCC or its Subsidiaries, or BCC's or any of its Subsidiaries' right, title, or interest in or to any Intellectual Property; or (C) by BCC or any of its Subsidiaries, alleging any infringement, misappropriation, or other violation by any Person of the Intellectual Property of BCC or its Subsidiaries. To the Knowledge of BCC, there are no facts or circumstances that could reasonably be expected to give rise to any such Action. Neither BCC nor its Subsidiaries are subject to any outstanding or prospective order (including any motion or petition therefor) that does or could

reasonably be expected to restrict or impair the ownership or use of any Intellectual Property of BCC or its Subsidiaries.

(vii) BCC Intellectual Property.

(A) Schedule 4.1(j)(vii)(A) identifies all BCC's and its Subsidiaries' Intellectual Property and all Intellectual Property licensed to BCC or any of its Subsidiaries under a BCC IP Agreement and that are: (1) used in the development, maintenance, use or support of any BCC's or any of its Subsidiaries' product, (2) incorporated in or distributed or licensed with such BCC's or any of its Subsidiaries' product in any manner for use in connection with such BCC's or any of its Subsidiaries' product, or (3) used to deliver, host or otherwise provide services with respect to such BCC's or any of its Subsidiaries' product, (except for non-customized, off-the-shelf software that is commercially available pursuant to shrink-wrap, click-through or other standard form agreements or with an annual license fee or replacement value of less than $10,000).

(B) Except as set forth on Schedule 4.1(j)(vii)(B), all BCC Intellectual Property is fully transferable, alienable or licensable by BCC or any of its Subsidiaries without restriction and without payment of any kind to any third party. BCC or any of its Subsidiaries has not transferred ownership of, or granted any exclusive license of (or exclusive right to use), or authorized the retention of any exclusive rights to use or joint ownership of, any BCC Intellectual Property or other Intellectual Property to any other Person. Except as set forth on Schedule 4.1(j)(vii)(B), BCC or any of its Subsidiaries is not subject to any BCC IP Agreement (other than with respect to current customers pursuant to BCC's any of its Subsidiaries' standard form of customer agreement entered into in the ordinary course of business) that includes any unperformed obligations that require BCC or any of its Subsidiaries to develop any product or other Intellectual Property, including any enhancements or customizations that are part of or used in connection with existing Bona Vida Products (collectively, "**Customizations**"), and BCC or one of its Subsidiaries owns and will continue to own all right, title and interest in and to all such Customizations developed by BCC or any of its Subsidiaries.

(C) BCC Products. To BCC's Knowledge, except as set forth on Schedule 3.1(k)(vii), since January 1, 2018, there have been no Actions by any Governmental Authority instituted or, to the Knowledge of BCC or any of its Subsidiaries threatened, that seek the recall of any BCC Product or the revocation or suspension of any regulatory license or approval necessary to manufacture, supply, wholesale, sell or offer for sale any BCC Product, except for those licenses and approvals, the absence of which would not have a Material Adverse Effect on BCC.

(k) Benefit Plans. Except as set forth on Schedule 4.1(k), neither BCC nor any of its Subsidiaries sponsor, maintain, or contribute to, or are obligated to contribute to, or have any liability under, any Employee Benefit Plans.

(i) Each such Employee Benefit Plan (and, to the Knowledge of BCC, each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and any applicable collective bargaining

agreement in all material respects, and complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(ii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan in all material respects. The requirements of COBRA (or similar state law) have been met in all material respects with respect to each such Employee Benefit Plan to which COBRA (or similar state law) is applicable.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an employee pension benefit plan under ERISA §3(2) and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such Employee Benefit Plan or will be accrued and contributed in accordance with ERISA, the Code, and the past custom and practice of BCC or its Subsidiaries, as applicable. All applicable premiums or other similar payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an employee welfare benefit plan under ERISA §3(1).

(iv) Each such Employee Benefit Plan that is intended to meet the requirements of a "qualified plan" under Code §401(a) has received a determination letter from the Internal Revenue Service that such Employee Benefit Plan is so qualified, or can rely on an advisory or opinion letter from the Internal Revenue Service to the prototype plan or volume submitter plan sponsor, and nothing has occurred since the date of such letter that would reasonably be expected to adversely affect the qualified status of any such Employee Benefit Plan.

(v) To the Knowledge of BCC, there have been no "prohibited transactions" (as defined in Section 406 of ERISA and Section 4975 of the Code and for which no prohibited transaction exemption is available) with respect to any such Employee Benefit Plan during the prior three (3) years. To the Knowledge of BCC, no fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No Action with respect to such Employee Benefit Plan (including with respect to the administration or the investment of the assets of any such Employee Benefit Plan) (other than routine claims for benefits) is pending or, to the Knowledge of BCC, threatened, and no such Employee Benefit Plan within the past three (3) years has been the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction, or similar program sponsored by an Governmental Authority.

(vi) None of such Employee Benefit Plans is a Title IV Plan, a Multiemployer Plan, a "multiple employer plan" (as defined in Section 413(c) of the Code), or a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA). Neither BCC nor any of its ERISA Affiliates maintains, sponsors, contributes to, or is required to contribute to (or in the past six (6) years has maintained, sponsored, contributed to, or been required to contribute to) a Title IV Plan or a Multiemployer Plan. BCC and its ERISA Affiliates have neither incurred in the past six (6) years nor do they reasonably expect to incur (directly or indirectly) any

material liability under Title I or Title IV of ERISA (or related provisions of the Code) relating to any such Employee Benefit Plan.

(vii) None of such Employee Benefit Plans provides post-termination or retiree health benefits to any individual for any reason, except as required pursuant to COBRA (or similar state law), and neither BCC nor any of its Subsidiaries have any obligation or liability to provide such benefits to any individual.

(viii) Neither BCC nor any of its Subsidiaries have a commitment or obligation, and have not made any representations to any employee or other individual or entity (whether or not legally binding), to adopt, amend, modify, or terminate any such Employee Benefit Plan or collective bargaining agreement, or to adopt a new benefit plan, in connection with the transactions contemplated by this Agreement or otherwise.

(ix) Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement, directly or in combination with any termination of employment, will result in the acceleration, vesting, funding, or creation of any rights of any director, officer, retiree, independent contractor, consultant or employee to payments or benefits, or increases or enhancements in any payments or benefits or any loan forgiveness, in each case, from BCC or any of its Subsidiaries.

(x) No Employee Benefit Plan is a Deferred Compensation Plan;; and (ii) neither BCC nor any of its Subsidiaries have (a) granted to any person an interest in any Deferred Compensation Plan which interest has been or, upon the lapse of a substantial risk of forfeiture with respect to such interest, will be subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(5)(A) of the Code, or (b) modified the terms of or operated any Deferred Compensation Plan in a manner that could cause an interest previously granted under such plan to become subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(5)(A) of the Code. Neither BCC nor any of its Subsidiaries have any obligation to gross-up, indemnity, or reimburse any individual or entity for any excise taxes, interest, or penalties incurred pursuant to Section 409A of the Code.

(l) Tax Matters. Except as set forth on Schedule 4.1(l), to BCC's Knowledge:

(i) BCC and each of its Subsidiaries has timely filed, or has caused to be timely filed on its behalf, all income and other material Tax Returns that it was required to file under applicable Laws (after giving effect to any filing extension properly granted by a Governmental Authority having the authority to do so). All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws. All Taxes due and owing by BCC and each of its Subsidiaries have been paid, except for amounts that are being contested in good faith. Neither BCC nor any of its Subsidiaries has any obligation to pay Taxes pursuant to Section 965 of the Code. Since the Balance Sheet Date, neither BCC nor any of its Subsidiaries has incurred any liability for Taxes outside the ordinary course of business or otherwise inconsistent with past custom and practice.

(ii) There are no Encumbrances for Taxes (other than Taxes not yet due and payable) on any of the assets of BCC or its Subsidiaries.

(iii) Neither BCC nor and any of its Subsidiaries has entered into any agreement with any Tax Authority to extend the period of limitations for any Taxes. No Tax audit, examination or other Action is now pending against BCC or any of its Subsidiaries or has been threatened in writing, and no Tax deficiency has been asserted or threatened in writing against BCC or any of its Subsidiaries that remains unpaid.

(iv) Neither BCC nor any of its Subsidiaries (1) is a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar Contract (other than customary commercial leases or other Contracts that are not primarily related to Taxes and were entered into in the ordinary course of business), or (2) has any liability for Taxes of another Person (other than Bona Vida) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or Non-U.S. Law), as a transferee or successor, by Contract or otherwise.

(v) BCC has not constituted either a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(vi) Neither BCC nor any of its Subsidiaries has taken any action, agreed to take any action or failed to take any action, or has Knowledge of any fact or circumstance that, in each case, could reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

(vii) The reincorporation of BCC from Nevada to Delaware immediately prior to the Merger qualifies as a reorganization pursuant to Section 368(a)(1)(F) of the Code.

(viii) BCC and each of its Subsidiaries has withheld or has caused to be withheld, and has paid over or has caused to have been paid over to the appropriate Governmental Authorities, all Taxes required to be so withheld and paid over for all periods under all applicable Law in connection with amounts paid or owing to any employee, shareholder, stockholder, partner, member, independent contractor, creditor, customer, non-resident or other party and all filings (including Forms W-2 and 1099) required with respect thereto have been properly completed and timely filed. BCC and each of its Subsidiaries has correctly classified those individuals performing services as common law employees, leased employees, independent contractors or agents of BCC or its Subsidiaries.

(ix) BCC has made available to Bona Vida complete and correct copies of all federal, state and local (i) income Tax Returns of, and (ii) examination reports and statements of deficiencies assessed against or agreed to by, BCC in each case for years ending on or after December 31, 2014.

(x) No claim has ever been made by any taxing authority in any jurisdiction where BCC or its Subsidiaries does not currently file Tax Returns that it is or may be subject to Tax or required to file a Tax Return in that jurisdiction.

(xi) BCC will not be required to include any item of income or gain in, or be required to exclude any item of deduction or loss from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in, or improper, method of accounting for a taxable period ending on or prior to the Closing Date; (ii) "closing

agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) executed on or prior to the Closing Date; (iii) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign Law) occurring or arising in a taxable period ending on or prior to the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; (v) election under Section 108(i) of the Code; (vi) prepaid amount or advance payment received on or prior to the Closing Date; (vii) use of the "deferral method of accounting"; or (viii) the application of Section 951 or Section 951A of the Code with respect to income earned or recognized or payments received on or prior to the Closing Date. BCC does not use the cash method of tax accounting.

(xii) BCC has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(l)(A)(ii) of the Code.

(xiii) BCC has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return that could reasonably be expected to result in the imposition of penalties under Section 6662 of the Code or any comparable provisions of state, local or non-U.S. applicable Law. BCC has not engaged in any "listed transaction," as set forth in Section 1.6011-4(b)(2) of the U.S. Treasury Regulation.

(xiv) Neither BCC nor any of its Subsidiaries owns any interest in any entity or arrangement classified as a trust, partnership or disregarded entity for U.S. federal income Tax purposes.

(xv) The prices and terms for the provision of any property or services between or among BCC and its affiliates, or its branches, offices or permanent establishments comply with the principles set forth in Section 482 of the Code (and any similar provisions of state, local or foreign Law), are arm's length for purposes of all applicable transfer pricing Laws, and all related documentation required by such Laws has been timely prepared or obtained and, if necessary, retained.

(xvi) Neither BCC nor any of its Subsidiaries has any operations outside of the United States, including branches, offices or permanent establishments.

(xvii) There are no closing agreements or similar arrangements with any Governmental Authority with regard to the determination of the Tax liability of BCC or any of its Subsidiaries that would have continuing effect on periods (or portions thereof) ending after the Closing Date. There are no requests or rulings or determinations in respect of any Tax or Tax asset pending between BCC or any of its Subsidiaries and any Governmental Authority.

(xviii) Neither BCC nor and any of its Subsidiaries has taken any action, agreed to take any action or failed to take any action, or has Knowledge of any fact or circumstance that, in each case, could reasonably be expected to prevent (a) the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code or (b) the exchange of all of the outstanding equity interests of Trupet for BCC capital stock pursuant to the Trupet SEA, together with the Merger and the Financing, from qualifying as an exchange under Section 351 of the Code.

(xix) Neither BCC nor Merger Sub is or will be an “investment company” within the meaning of Section 351 of the Code at any time (A) immediately after the Merger or (B) on the Closing Date.

(xx) BCC has no plan or intention to, after the Merger, make any dividends or distributions to holders of BCC stock who are former Bona Vida stockholders other than regular, normal dividends or distributions made to all holders of record of BCC stock on the relevant record date with respect to such dividends or distributions.

(xxi) Merger Sub is a newly formed corporation that is a direct, wholly-owned subsidiary of BCC and Merger Sub was formed solely for the purpose of consummating the Merger and has not conducted and will not conduct any activities that are not related to the Merger. Merger Sub has held no assets and incurred no liabilities from the time of its formation until the Effective Time. At all times prior to the Effective Time, BCC has directly owned and immediately prior to the Effective Time will continue to directly own all of the outstanding stock of Merger Sub. No stock of Merger Sub will be issued in the Merger.

(xxii) Taking into account any issuance of additional shares of the capital of BCC; any issuance of shares of the capital of BCC for services; the exercise of any BCC rights to acquire shares, warrants, or subscriptions; a public offering of shares and the sale, exchange, transfer by gift, or other disposition of any of the shares of the capital of BCC to be received in the Merger or Trupet Transaction, shareholders of Bona Vida stock whose shares of Bona Vida are converted into BCC Common Stock pursuant to the Merger and the owners of the equity interests in Trupet who will transfer their equity interest in Trupet to BCC in exchange for BCC Common Stock pursuant to the Trupet Transaction will be in Control of BCC. For purposes of this section 4.1(l), “Control” means at least 80 percent of the total combined voting power of all outstanding shares of all classes of stock entitled to vote and at least 80 percent of the total number of all outstanding shares of all other classes of stock of Bona Vida.

(xxiii) There is no plan or intention on the part of BCC or any person related to BCC within the meaning of Treasury Regulation section 1.368-1(e)(4) to redeem or otherwise reacquire any BCC Common Stock to be issued pursuant to the Merger or Trupet Transaction. There is no understanding between BCC and any stockholder of Bona Vida or equity owner of Trupet that such person’s ownership of BCC stock would be transitory.

(xxiv) Immediately after the consummation of the Merger and Trupet Transaction, the only shares of the capital of BCC or other securities outstanding will be BCC Common Stock, which are voting shares entitled to vote in connection with the election of directors of BCC.

(xxv) BCC is not and immediately after the Merger will not be a "personal service corporation" within the meaning of section 269A of the Code.

BCC has no plan or intention to (i) liquidate Bona Vida, (ii) merge Bona Vida with and into another entity, (iii) sell, dispose of or otherwise transfer (including transfer to affiliates) any of the stock of Bona Vida, or (iv) cause Bona Vida to sell, dispose of, or otherwise transfer (including transfers to affiliates) any of its assets held at the Effective Time, except for dispositions

made in the ordinary course of business, or transfers described in section 368(a)(2)(C) of the Code or Treasury Regulations section 1.368-2(k), in which latter case the foregoing representations set forth in this clause (xv) shall be deemed to apply to any transferee. There is no current plan or intention by BCC to dispose of the transferred equity interests in Trupet received by BCC in the Trupet Transaction other than in the normal course of business operations or other than to transfer the Trupet equity interests to a wholly-owned subsidiary of BCC. Any of the Trupet equity interests transferred to such a wholly-owned subsidiary will be retained by such subsidiary and such subsidiary will have no plan or intention to dispose of the Trupet equity interests.

(m) Environmental, Health and Safety Matters.

(i) BCC has been and is in compliance with all EHSR, other than such instances of non-compliance which, individually or in the aggregate, will not have a Material Adverse Effect.

(ii) Without limiting the generality of the foregoing, BCC has obtained and is in compliance with, all permits, licenses and other authorizations that are required pursuant to all EHSR for the occupation of its facilities and the operation of its business.

(iii) BCC has not received any written or oral notice, report or other information regarding any actual or alleged violation of any EHSR, or any Liabilities, including any investigatory, remedial or corrective obligations, relating to any of its facilities arising under any EHSR.

(n) Contracts. Schedule 4.1(n) sets forth a complete and accurate list of all material Contracts to which BCC or any of its Subsidiaries is a party or by which BCC or any of its Subsidiaries is subject, including the following:

(i) the Organizational Documents of BCC and each of its Subsidiaries;

(ii) any agreement (or group of related agreements) for the lease of personal property to or from any Person providing for lease payments in excess of $25,000 per annum;

(iii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will: (A) extend over a period of more than one year; (B) result in a material loss to BCC or any of its Subsidiaries; or (C) involve consideration in excess of $25,000;

(iv) any agreement concerning a partnership or joint venture;

(v) any material agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any Indebtedness for borrowed money, or any capitalized lease obligation, in excess of $25,000 or under which it has imposed a security interest on any of its assets, tangible or intangible;

(vi) any agreement concerning confidentiality or noncompetition other than with clients and vendors in the ordinary course of business;

(vii) any profit sharing, unit option, unit purchase, unit appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former directors, officers, or employees;

(viii) any collective bargaining agreement;

(ix) any agreement other than on an employment-at-will basis for the employment of any individual on a full-time, part-time, consulting, or other basis or providing severance benefits, if the amount payable after January 1, 2019 exceeds $50,000;

(x) any agreement under which it has advanced or loaned any amount of money to any of its directors, officers or employees outside the ordinary course of business;

(xi) any agreement under which the consequences of a default or termination may have a Material Adverse Effect on BCC or any of its Subsidiaries;

(xii) any agreement that provides for the indemnification by BCC or any of its Subsidiaries of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(xiii) any agreement that relates to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(xiv) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising agreements to which BCC or any of its Subsidiaries is a party;

(xv) any agreement with any Governmental Authority to which BCC or any of its Subsidiaries is a party;

(xvi) any agreement that grants any right of first refusal, right of first offer, or similar right with respect to any material assets, rights or properties of BCC or any of its Subsidiaries;

(xvii) any agreement that obligates BCC or any of its Subsidiaries to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party, or upon consummation of the Merger will obligate BCC or any Subsidiaries or Affiliates of BCC to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party;

(xviii) any agreement that contains any provision that requires the purchase of all or a material portion of BCC's or any of its Subsidiaries' requirements for a given product or service from a given third party, which product or service is material to BCC or its Subsidiary, as applicable; or

(xix) any other agreement (or group of related agreements) the performance of which involves consideration in excess of $25,000.

BCC has delivered to Bona Vida a correct and complete copy of each written Contract listed onSchedule 4.1(n). With respect to each such Contract: (i) the Contract is legal, valid, binding, enforceable, and in full force and effect; (ii) BCC or any of its Subsidiaries has not received written notice from the counterparty that it is in breach or default; (iii) no party has repudiated any provision of such agreement or informed BCC or its Subsidiaries, as applicable, that it does not intend to renew such Contract; and (iv) to the Knowledge of BCC, no event of default, termination event, or material breach that, with notice or the lapse of time or both, would result in an event of default or termination event (in each case as defined or referred to in such Contract) by BCC, any of its Subsidiaries or any other party thereto has occurred or has occurred and is continuing under any such Contract.

(o) Title to Assets; Real Property.

(i) BCC and its Subsidiaries have good and valid (and, in the case of owned real property, good and marketable fee simple) title to, or a valid leasehold interest in, all real property and personal property and other assets reflected in most recent audited BCC Financial Statements, or the Trupet Financial Statements with respect to Trupet, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the filing of the most recent audited BCC Financial Statements or since the Trupet Balance Sheet Date with respect to Trupet. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

(ii) Schedule 4.1(o)(ii) lists: (A) the street address of each parcel of real property; (B) if such property is leased or subleased by BCC or any of its Subsidiaries, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (C) the current use of such property. With respect to leased real property, BCC has delivered or made available to Bona Vida true, complete and correct copies of any leases affecting the real property. BCC or any of its Subsidiaries is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased real property. The use and operation of the real property in the conduct of BCC's or its Subsidiaries' business does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. There are no Actions pending nor, to the Knowledge of BCC, threatened against or affecting the real property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

(iii) Condition and Sufficiency of Assets. The assets of BCC and its Subsidiaries reflected in the most recent BCC Financial Statements or the Trupet Balance Sheet with respect to Trupet or acquired after the date thereof (but excluding inventory sold since the date thereof in the ordinary course of business) are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost, except for obsolete assets that are not material to the business of BCC or any of its Subsidiaries. The assets of BCC and its Subsidiaries owned, leased or licensed by BCC or any of

its Subsidiaries comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used in the conduct of the business of BCC and its Subsidiaries and are sufficient for the continued conduct of BCC's and its Subsidiaries' business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of BCC and its Subsidiaries as currently conducted.

(p) Guarantees. BCC or any of its Subsidiaries is not a guarantor or otherwise is liable for any liability or obligation (including Indebtedness) of any other Person.

(q) Insurance.

(i) Schedule Section 4.1(q) contains a true, complete and correct list of all insurance policies, binders, and fidelity or surety bonds maintained by or on behalf of BCC, any of its Subsidiaries or any of their respective assets, properties, directors, members, managers and officers. BCC has delivered to Bona Vida true, complete and correct copies of all such Policies.

(ii) Each Policy is in full force and effect and is valid, binding and enforceable in accordance with its respective terms. Neither the execution and delivery of this Agreement or the Transaction Documents to which it is a party nor the consummation of the Merger will cause the lapse or result in the termination of any Policy. BCC or any of its Subsidiaries is not in default under any Policy.

(iii) BCC or any of its Subsidiaries has not received any notice from the insurer under any Policy disclaiming or disputing coverage, reserving rights with respect to a particular claim or such Policy in general or canceling or materially amending any such Policy (including the amount of the premium payable in respect thereof), and there is no claim by BCC or any of its Subsidiaries pending under any such Policy.

(iv) All premiums due and payable for the Policies have been duly paid, and such policies (or extensions, renewals or replacements thereof with comparable policies) will be in full force and effect without interruption until the Closing Date.

(v) the Policies (A) are of the type and provide the coverage of insurance policies customarily carried by Persons conducting businesses similar to the business of BCC and its Subsidiaries, (ii) are sufficient to comply with all applicable Laws and Contracts to which BCC or any of its Subsidiaries is a party or by which BCC or any of its Subsidiaries is bound and (iii) insure all insurable assets of BCC and its Subsidiaries up to their respective full replacement values.

(r) SEC Documents; Financial Statements.

(i) From January 1, 2016, BCC has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act as if BCC has been required to file reports under Section 13(a) or 15(d) of the Exchange Act (all of the foregoing filed prior to the date this representation is made including all exhibits included therein and financial statements and schedules thereto and

documents incorporated by reference therein are referred to as the "**SEC Documents**"). BCC has made available to Bona Vida, or filed and made publicly available on EDGAR, true and complete copies of the SEC Documents. Except as set forth on Schedule 4.1(r), each of the SEC Documents was filed with the SEC within the time frames prescribed by the SEC for the filing of such SEC Documents (including any extensions of such time frames permitted by Rule 12b-25 under the Exchange Act pursuant to timely filed Forms 12b-25) such that each filing was timely filed (or deemed timely filed pursuant to Rule 12b-25 under the Exchange Act) with the SEC. Except as set forth in Schedule 4.1(r)(i), as of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents. Except as set forth in Schedule 4.1(r)(i), none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Since the filing of the SEC Documents, except as set forth on Schedule 4.1(r)(i), no event has occurred that would require an amendment or supplement to any of the SEC Documents and as to which such an amendment has not been filed and made publicly available on the SEC's EDGAR system no less than five (5) days prior to the date this representation is made. Except as set forth on Schedule 4.1(r)(i), BCC has not received any written comments from the SEC staff that have not been resolved to the satisfaction of the SEC staff.

(ii) BCC is not, nor has BCC been since February 4, 2016, a "shell company," as such term is defined in paragraph (i)(1)(i) of Rule 144 of the 1933 Act or Rule 12b-2 of the Exchange Act of 1934.

(iii) BCC is not required to be registered as, and is not an Affiliate of, and immediately following the Closing will not be required to register as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(iv) BCC has established and maintains disclosure controls and procedures (as defined in Rules 13a-14 and 15d-14 under the Exchange Act) and such controls and procedures are effective in ensuring that material information relating to the BCC, including BCC Subsidiaries, is made known to the principal executive officer and the principal financial officer.

(v) As of their respective dates, the consolidated financial statements of BCC (the "**BCC Financial Statements**") and its Subsidiaries included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with GAAP, consistently applied, during the periods involved (except: (i) as may be otherwise indicated in such financial statements or the notes thereto; or (ii) in the case of unaudited interim statements, to the extent they may be subject to normal year-end adjustments, may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of BCC as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). The accounting firm that expressed its opinion with respect to the consolidated financial statements included in BCC's most recently filed annual report on Form 10-K, and reviewed the consolidated financial statements included in BCC's most recently filed quarterly report on Form 10-Q, was independent of BCC pursuant to the standards

set forth in Rule 2-01 of Regulation S-X promulgated by the SEC and as required by the applicable rules and guidance from the PCAOB, and such firm was (or is, as applicable) otherwise qualified to render such opinion under applicable Law and the rules and regulations of the SEC and the PCAOB. There is no transaction, arrangement or other relationship between BCC and an unconsolidated or other off-balance-sheet entity that is required to be disclosed by BCC in its reports pursuant to the Exchange Act that has not been so disclosed in the SEC Documents prior to the date of this Agreement.

(vi) To the extent made available to BCC by Trupet prior to the Execution Date, BCC has delivered to Bona Vida unaudited balance sheets, statements of profit and loss and cash flow statements of Trupet for the periods from January 1 through December 31, 2017 and 2018 (the "**Trupet Financial Statements**"). To its Knowledge, the Trupet Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved, subject to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The balance sheet of Trupet as of December 31, 2018 is referred to herein as the "**Trupet Balance Sheet**" and the date thereof as the "**Trupet Balance Sheet Date**". To its Knowledge, Trupet maintains a standard system of accounting established and administered in accordance with GAAP. To its Knowledge, the Trupet Financial Statements have been prepared based on information derived from the books and records of Trupet and present fairly the financial condition, results of operations, changes in financial position of Trupet, and member' equity at the dates and for the periods indicated, do not contain any untrue statements or omit to state any material fact necessary to make the Trupet Financial Statements not misleading, and have been prepared in conformity with GAAP consistently applied.

(s) Absence of Certain Changes, Events and Conditions. Except as set forth on Schedule 4.1(s), since the filing of the most recent audited BCC Financial Statements and since the Trupet Balance Sheet Date with respect to Trupet: (i) BCC and each BCC Subsidiary has conducted its business in all material respects in the ordinary course consistent with past practice, (ii) there has not been any Material Adverse Effect, and (iii) no actions have been taken by BBC or any of its Subsidiaries which, if such actions were taken after the Execution Date and prior to Closing, would be in violation of Section 5.1.

(t) Undisclosed Liabilities. Except as set forth in the BCC Financial Statement, the Trupet Financial Statements or Schedule 4.1(t), BCC or any of its Subsidiaries has no Liabilities (absolute, accrued, contingent or otherwise) other than (i) Liabilities included in the most recently filed audited BCC Financial Statements or the most recent Trupet Financial Statements with respect to Trupet or (ii) normal or recurring Liabilities in the ordinary course of business consistent with past practice.

(u) Customers and Suppliers.

(i) Schedule 4.1(u)(i) sets forth: (A) each customer who has paid aggregate consideration to BCC and each of its Subsidiaries for goods or services rendered in an amount greater than or equal to $50,000 for each of the two most recent fiscal years (collectively, the "**BCC Material Customers**"); and (B) the amount of consideration paid by each BCC Material Customer during such periods. Except as provided on Schedule 4.1(u)(i), BCC or any of its Subsidiaries has not received any notice, and to its Knowledge it has no reason to believe, that

any BCC Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with BCC or any of its Subsidiaries.

(ii) Schedule 4.1(u)(ii) sets forth (a) each supplier to whom BCC and each of its Subsidiaries has paid consideration for goods or services rendered in an amount greater than or equal to $50,000 for each of the two (2) most recent fiscal years (collectively, the "**BCC Material Suppliers**"); and (b) the amount of purchases from each BCC Material Supplier during such periods. BCC or any of its Subsidiaries has not received any notice, and to its Knowledge has no reason to believe, that any BCC Material Suppliers has ceased, or intends to cease, to supply goods or services to BCC or any of its Subsidiaries or to otherwise terminate or materially reduce its relationship with BCC or any of its Subsidiaries.

(v) Employees.

(i) With respect to the business of BCC and each of its Subsidiaries:

(A) Schedule 4.1(v)(i)(A) sets forth a true, correct and complete list of each person currently employed by BCC and each of its Subsidiaries (the "**Employees**") and with respect to each such Employee the following information: (i) the employer of such Employee, (ii) the amount of salary currently being paid on a gross annualized basis, the hourly pay rate (if applicable) of such Employee and the amount of compensation paid in 2018; (iii) the nature and amount of all compensation proposed to be paid during calendar year 2019, (d) the material terms of any employment or similar agreement with such Employee; and (iv) the nature and amount of any perquisites or personal benefits currently being provided to or for the account of such Employee, other than the employee benefit plans of general application described herein. Schedule 4.1(v)(i)(A) contains a list of individuals who are (A) "leased employees" within the meaning of Section 414(n) of the Code or (B) "independent contractors" within the meaning of the Code and the rules and regulations promulgated thereunder, and in each case, the amount paid by BCC during calendar year 2018 and the hourly pay rate or other compensatory arrangements with respect to each such person.

(B) Except as set forth on Schedule 4.1(v)(i)(B), BCC and each of its Subsidiaries are currently conducting and, and since January 1, 2016, have conducted their operations in compliance with any Law, agreement, plan or program applicable to BCC or any of its Subsidiaries relating to labor or employment relations or practices (including terms and conditions of employment, management-labor relations, wage and hour issues, meal and rest periods, data privacy and data protection, immigration, classification as exempt employees or independent contractors, equal opportunity, occupational safety and health, collective bargaining, nondiscrimination, harassment, immigration, the payment of social security and other Taxes), except for any such violations that would not, individually or in the aggregate, reasonably be expected to (i) subject BCC or any of its Subsidiaries to any material liability or (ii) adversely affect in any material respect BCC's or any of its Subsidiaries' ability to conduct its business after the Closing as presently conducted. There are no pending or, to the Knowledge of BCC, threatened charges of unfair labor practices, employment discrimination or other wrongful action with respect to any aspect of employment of any person employed or formerly employed by BCC or any of its Subsidiaries. All persons who have performed services for BCC and each of its Subsidiaries and

have been classified as independent contractors have satisfied the requirements of all material federal and state laws to be so classified, and as applicable BCC or any of its Subsidiaries has fully and accurately reported their compensation on IRS Forms 1099 or other applicable tax forms for independent contractors when required to do so. BCC or any of its Subsidiaries is not engaged in and, since January 1, 2016, has not engaged in any unfair labor practice.

(C) There are no pending or, to the Knowledge of BCC, threatened, Labor Actions involving BCC or any of its Subsidiaries. To the Knowledge of BCC, there is no valid basis for any such Labor Actions. There are no pending or, to the Knowledge of BCC, threatened or anticipated material grievances or arbitration proceedings arising out of or under any labor union or collective bargaining agreement. Except as set forth on Schedule 4.1(v)(i)(C), there are no claims pending or, to the Knowledge of BCC, reasonably expected or threatened, against BCC or any of its Subsidiaries under any workers' compensation or long term disability plan or policy applicable to any current or former Employees.

(D) None of the current officers or executives of BCC or any of its Subsidiaries or other key Employees has notified BCC or any of its Subsidiaries that he or she is terminating or intends to terminate his or her employment with BCC or any of its Subsidiaries prior to, upon or within twelve (12) months following the Closing Date. There has not been, and to the Knowledge of BCC, there will not be, any adverse change relating to relations with Employees as a result of the transactions contemplated by this Agreement. To the Knowledge of BCC, no officer or executive of BCC or any of its Subsidiaries or other key Employee is party to any confidentiality, non-competition, proprietary rights or other such agreement that would materially restrict the performance of such Person's employment duties with BCC or any of its Subsidiaries or the ability of BCC or any of its Subsidiaries to conduct its business.

(E) Except as set forth in the Schedule 4.1(v)(i)(E), BCC or any of its Subsidiaries has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of the WARN during the last six (6) years. To the Knowledge of BCC, BCC or each of its Subsidiaries are and have been in compliance with WARN, and BCC or any of its Subsidiaries has not incurred any liability or obligation under WARN which remains unsatisfied.

(F) BCC or each of its Subsidiaries have provided all Employees with all wages, benefits, relocation benefits, stock options, bonuses and incentives and all other compensation which became due and payable through the date of this Agreement. BCC or any of its Subsidiaries has not instituted any "freeze" of, or delayed or deferred the grant of, any cost-of-living or other salary adjustments for any Employees. Neither the execution or delivery of this Agreement, nor the continuing conduct of the business of BCC and each of its Subsidiaries as currently conducted or contemplated, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default of, any contract under which the Employees are now obligated.

(G) there is no collective bargaining agreement or relationship with any labor organization;

(H) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition;

(I) to the Knowledge of BCC, no union organizing or decertification efforts are underway or threatened and no other question concerning representation exists;

(J) no labor strike, work stoppage, slowdown, or other material labor dispute has occurred, and none is underway or, to the Knowledge of BCC, threatened;

(K) there is no workmen's compensation liability, experience or matter outside the Ordinary Course of Business;

(L) there are no employment contracts or severance agreements with any employees of BCC; and

(M) there are no written personnel policies, rules, or procedures applicable to employees of BCC.

(ii) With respect to this transaction, any notice required under any employment-related Law or a collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, as of the Closing Date, satisfied. No employment agreement of BCC contains any severance, change of control or similar type of provision which would trigger a payment by Bona Vida following consummation of the transactions contemplated by this Agreement.

(w) Notes and Accounts Receivable. All notes and accounts receivable of BCC and each of its Subsidiaries are reflected properly on their respective books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with its terms at its recorded amounts, subject only to the reserve for bad debts set forth on the face of the BCC Financial Statements or the Trupet Financial Statements (rather than in any notes thereto), as applicable, as adjusted for the passage of time through the Effective Date in accordance with the past custom and practice of BCC or its Subsidiaries, as applicable.

(x) Books and Records. The minute books and shareholder books of BCC and each of its Subsidiaries, all of which have been made available to Bona Vida, are complete and correct in all material respects and have been maintained in electronic form in accordance with sound business practices. The minute books of BCC and each of its Subsidiaries contain accurate records of all meetings, and actions taken by written consent of, the board of directors (or other applicable governing body) of BCC and each of its Subsidiaries, any committees thereof, and shareholders (or members) of BCC and each of its Subsidiaries, as applicable, and for the fiscal years beginning with September 1, 2017, no meeting, or action taken by written consent, of any such board of directors (or other applicable governing body) of BCC and each of its Subsidiaries, committees thereof, shareholders (or members) of BCC and each of its Subsidiaries, as applicable, has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of BCC.

(y) Disclosure. No statement, representation or warranty by BCC in this Agreement, including the Disclosure Schedules hereto, contains any untrue statement of material fact, or omits to state a material fact, necessary to make such statements, representations and warranties not misleading. There is no fact known to the Knowledge of BCC which has specific application to BCC or any of its Subsidiaries or, so far as can reasonably be foreseen, may in the future have a Materially Adverse Effect on BCC or any Subsidiary which has not been set forth in this Agreement or the Disclosure Schedules hereto.

(z) OFAC. None of BCC, any Subsidiary of BCC or, to the Knowledge of BCC, any director, officer, agent, employee, or Affiliate of BCC or any of its Subsidiaries or any Person acting on behalf of BCC or any Subsidiary of BCC is named on any OFAC Lists, or is owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in any OFAC Lists.

(aa) Merger Sub. Merger Sub was organized in the State of Delaware on February 28, 2019 and has conducted no activity except in connection with its organization and approval of this Agreement. Merger Sub has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by Merger Sub and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Merger Sub and no further action is required by Merger Sub, its officers, directors, or shareholders in connection herewith or therewith. This Agreement and each other Transaction Document to which Merger Sub is a party has been (or upon delivery will have been) duly executed by Merger Sub and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of Merger Sub enforceable against Merger Sub in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Law.

Section 4.2 Survival. The foregoing representations and warranties shall survive the Closing Date through the General Expiration Date except as provided in Section 5.6(c)(ii).

ARTICLE V

COVENANTS

Section 5.1 Covenants of BCC.

(a) Affirmative Pre-Closing Covenants. BCC covenants and agrees that, between the Effective Date of this Agreement and the earlier to occur of (i) the termination of this Agreement in accordance with Section 7.1, and (ii) the Closing (the "**Interim Period**"), except to the extent required by Law, as may be consented to by Bona Vida in writing (which consent shall

not be unreasonably withheld, delayed or conditioned), as may be expressly required or permitted pursuant to this Agreement or as set forth on Schedule 5.1(a), BCC shall, and shall cause each of the BCC Subsidiaries to:

(i) preserve and maintain its existence, rights, franchises, licenses and privileges in the jurisdiction of its formation and qualify or remain qualified to do business in each jurisdiction where it is required to so qualify;

(ii) conduct its business in the ordinary course of business consistent with past practice;

(iii) maintain its books and records in the ordinary course of business;

(iv) pay its debts, Taxes and other obligations when due;

(v) file with the SEC in a timely manner and keep current all reports and other documents required to be filed by BCC under the Securities Act, Exchange Act or any other applicable Law;

(vi) take all actions necessary to satisfy the closing conditions in Section 6.5; and

(vii) provide any assistance required by Bona Vida or any Subsidiaries of BCC with respect to completion of any regulatory filings required for execution of or resulting from the Transaction.

(b) Affirmative Post-Closing Covenants. BCC covenants and agrees that after the Closing BCC shall use commercially reasonable efforts to cause the BCC Common Stock to be listed on the Nasdaq Capital Market.

(c) Negative Covenants. Without limiting the foregoing, BCC covenants and agrees that, during the Interim Period, except to the extent required by Law, as may be consented to by Bona Vida in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly contemplated, required or permitted pursuant to this Agreement or as set forth on Schedule 5.1(c), BCC shall not, and shall not cause or permit any BCC Subsidiary to, do any of the following:

(i) amend or propose to amend the Organizational Documents of BCC or any BCC Subsidiary;

(ii) split, combine, reclassify or subdivide any shares of stock or other equity securities or ownership interests of BCC or any BCC Subsidiary;

(iii) declare, set aside or pay any dividend on or make any other distributions (whether in cash, stock, property or otherwise) with respect to shares of capital stock of BCC or any BCC Subsidiary or other equity securities or ownership interests in BCC or any BCC Subsidiary;

(iv) redeem, repurchase or otherwise acquire, directly or indirectly, any shares of its capital stock or other equity interests of BCC or any BCC Subsidiary;

(v) issue, sell, pledge, dispose, encumber or grant, confer, award or modify any shares of BCC's or any of the BCC Subsidiaries' capital stock, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of BCC's or any of the BCC Subsidiaries' capital stock or other equity interests;

(vi) acquire or agree to acquire (including by merger, consolidation or acquisition of stock or assets) any real property, corporation, partnership, limited liability company, other business organization or any division or material amount of assets thereof;

(vii) sell, mortgage, pledge, transfer, dispose of or encumber, or effect a deed in lieu of foreclosure with respect to, any real property or any non-real property assets (including by merger, consolidation or acquisition of shares, membership interests or assets), except in the ordinary course of business consistent with past practice;

(viii) incur, create, assume, refinance, replace or prepay any Indebtedness for borrowed money or issue or amend the terms of any debt securities of BCC or any of the BCC Subsidiaries, or assume, guarantee or endorse, or otherwise become responsible for the Indebtedness of any other Person;

(ix) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, trustees, Affiliates, agents or consultants), or make any change in any such arrangements, other than travel advances or other loans that do not violate the Sarbanes-Oxley Act of 2002 and any applicable rules and regulations thereunder;

(x) enter into, renew, modify, amend or terminate, or waive, release, compromise or assign any rights or claims under, any Contract listed on Schedule 3.1(o) (or any Contract that, if existing as of the Execution Date, would be listed onSchedule 3.1(o));

(xi) waive, release, assign, settle or compromise any Action;

(xii) (A) except in the ordinary course of business consistent with past practice, hire any employee of BCC or any BCC Subsidiary or promote or appoint any Person to a position of officer of BCC or any BCC Subsidiary, (B) increase the amount, rate or terms of compensation or benefits of any service provider or consultant, except (i) pursuant to the terms of an existing Contract existing prior to the Execution Date, or (ii) in the ordinary course of business consistent with past practice, (C) except in the ordinary course of business consistent with past practice or as required under applicable Law, enter into, adopt, amend or terminate any Employee Benefit Plan, (D) accelerate the vesting, funding or payment of any compensation, benefit or award under any Employee Benefit Plan, other than in accordance with the existing terms of any Employee Benefit Plan, or (E) grant any awards under the any bonus, incentive, performance or other compensation plan or arrangement (whether cash or equity-based);

(xiii) fail to maintain all financial books and records in all material respects in accordance with GAAP (or any interpretation thereof) and consistent with past practices or make any material change to its methods of accounting in effect at August 31, 2018, except as

required by a change in GAAP (or any interpretation thereof) or in applicable Law, or make any change, other than in the ordinary course of business consistent with past practice, with respect to accounting policies, principles or practices unless required by GAAP or the SEC;

(xiv) fail to duly and timely file all material reports and other material documents required to be filed with any Governmental Authority, subject to extensions permitted by Law or applicable rules and regulations;

(xv) (A) make, change or rescind any material election relating to Taxes, (B) change a method of Tax accounting or change any Tax accounting period, (C) file any amendment to a Tax Return, (D) settle or compromise any Tax liability, audit, claim or assessment, (E) enter into any closing agreement related to Taxes or obtain any Tax ruling, (F) surrender any right to claim any Tax refund, (G) prepare or file any Tax Return (other than an amendment to a Tax Return) in a manner inconsistent with past practice, or (H) take any action similar to the foregoing that could have the effect of materially increasing the Tax liability or materially reducing any Tax asset of BCC;

(xvi) adopt a plan of merger, complete or partial liquidation or resolutions providing for or authorizing such merger, liquidation or a dissolution, consolidation, recapitalization or bankruptcy reorganization;

(xvii) form any new funds or joint ventures;

(xviii) engage any financial advisor in connection with the transactions contemplated hereby unless the directors of BCC have concluded in good faith (after consultation with outside legal counsel) that failure to engage another financial advisor would be inconsistent with their duties under applicable Law;

(xix) take any action that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby; or

(xx) authorize, or enter into any Contract, agreement or binding commitment or arrangement to do any of the foregoing.

Section 5.2 Covenants of Bona Vida.

(a) Affirmative Covenants. Bona Vida covenants and agrees that, during the Interim Period, except to the extent required by Law, as may be consented to by BCC in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly required or permitted pursuant to this Agreement or as set forth on Schedule 5.2(a), Bona Vida shall, and shall cause each of the Bona Vida Subsidiaries to:

(i) preserve and maintain its existence, rights, franchises, licenses and privileges in the jurisdiction of its formation and qualify or remain qualified to do business in each jurisdiction where it is required to so qualify;

(ii) conduct its business in the ordinary course of business consistent with past practice;

(iii) maintain its books and records in the ordinary course of business;

(iv) pay its debts, Taxes and other obligations when due;

(v) take all actions necessary to satisfy the closing conditions in Section 6.4;

(vi) offer all holders of warrants to purchase Bona Vida Common Stock to exercise such warrants for CAD $0.75, and to cancel, effective as of the Closing, all warrants to purchase Bona Vida Common Stock not exercised prior to Closing; and

(vii) convert all outstanding options to purchase Bona Vida Common Stock into Bona Vida Common Stock.

(b) Negative Covenants. Without limiting the foregoing, Bona Vida covenants and agrees that, during the Interim Period, except to the extent required by Law, as may be consented to by BCC (and such consent may be provided by the Chairman of BCC) in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly contemplated, required or permitted pursuant to this Agreement or as set forth on Schedule 5.2(b), Bona Vida shall not, and shall not cause or permit any Bona Vida Subsidiary to, do any of the following:

(i) amend or propose to amend the Organizational Documents of Bona Vida or any Bona Vida Subsidiary;

(ii) split, combine, reclassify or subdivide any Bona Vida Common Stock, or other equity securities or ownership interests of Bona Vida or any Bona Vida Subsidiary (other than any wholly owned Bona Vida Subsidiary);

(iii) declare, set aside or pay any dividend on or make any other distributions (whether in cash, Bona Vida Common Stock, other equity interests, property or otherwise) with respect to the Bona Vida Common Stock or any Bona Vida Subsidiary or other equity securities or ownership interests in Bona Vida or any Bona Vida Subsidiary;

(iv) redeem, repurchase or otherwise acquire, directly or indirectly, any Bona Vida Common Stock or other equity interests of Bona Vida or any Bona Vida Subsidiary;

(v) issue, sell, pledge, dispose, encumber or grant, confer, award or modify any Bona Vida Common Stock or other equity interests of Bona Vida or any Bona Vida Subsidiary, or any options, warrants, convertible securities or other rights of any kind to acquire any Bona Vida Common Stock or other equity interests of Bona Vida or any Bona Vida Subsidiary;

(vi) acquire or agree to acquire (including by merger, consolidation or acquisition of stock or assets) any real property, corporation, partnership, limited liability company, other business organization or any division or material amount of assets thereof;

(vii) sell, mortgage, pledge, transfer, dispose of or encumber, or effect a deed in lieu of foreclosure with respect to, any real property or any non-real property assets

(including by merger, consolidation or acquisition of shares, membership interests or assets), except in the ordinary course of business consistent with past practice;

(viii) incur, create, assume, refinance, replace or prepay any Indebtedness for borrowed money or issue or amend the terms of any debt securities of Bona Vida or any of the Bona Vida Subsidiaries, or assume, guarantee or endorse, or otherwise become responsible for the Indebtedness of any other Person;

(ix) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, trustees, Affiliates, agents or consultants), or make any change in any such arrangements, other than travel advances;

(x) enter into, renew, modify, amend or terminate, or waive, release, compromise or assign any rights or claims under, any Contract listed on Schedule 3.1(o) (or any Contract that, if existing as of the Execution Date, would be a Contract listed onSchedule 3.1(o))

(xi) waive, release, assign, settle or compromise any Action;

(xii) (A) except in the ordinary course of business consistent with past practice, hire any employee of Bona Vida or any Bona Vida Subsidiary or promote or appoint any Person to a position of officer of Bona Vida or any Bona Vida Subsidiary, (B) increase the amount, rate or terms of compensation or benefits of any service provider or consultant, except (i) pursuant to the terms of an existing Contract existing prior to the Execution Date, or (ii) in the ordinary course of business consistent with past practice, (C) except in the ordinary course of business consistent with past practice or as required under applicable Law, enter into, adopt, amend or terminate any Employee Benefit Plan, (D) accelerate the vesting, funding or payment of any compensation, benefit or award under any Employee Benefit Plan, other than in accordance with the existing terms of any Employee Benefit Plan, or (E) grant any awards under the any bonus, incentive, performance or other compensation plan or arrangement (whether cash or equity-based);

(xiii) fail to maintain all financial books and records in all material respects in accordance with GAAP (or any interpretation thereof) and consistent with past practices or make any material change to its methods of accounting in effect on December 31, 2018 except as required by a change in GAAP (or any interpretation thereof) or in applicable Law, or make any change, other than in the ordinary course of business consistent with past practice, with respect to accounting policies, principles or practices unless required by GAAP;

(xiv) fail to duly and timely file all material reports and other material documents required to be filed with any Governmental Authority, subject to extensions permitted by Law or applicable rules and regulations;

(xv) (A) make, change or rescind any material election relating to Taxes, (B) change a method of Tax accounting or change any Tax accounting period, (C) file any amendment to a Tax Return, (D) settle or compromise any Tax liability, audit, claim or assessment, (E) enter into any closing agreement related to Taxes or obtain any Tax ruling, (F) surrender any right to claim any Tax refund, (G) prepare or file any Tax Return (other than an amendment to a Tax Return) in a manner inconsistent with past practice, or (H) take any action similar to the

foregoing that could have the effect of materially increasing the Tax liability or materially reducing any Tax asset of Bona Vida;

(xvi) adopt a plan of merger, complete or partial liquidation or resolutions providing for or authorizing such merger, liquidation or a dissolution, consolidation, recapitalization or bankruptcy reorganization;

(xvii) form any new funds or joint ventures;

(xviii) engage any financial advisor in connection with the transactions contemplated hereby unless the managers of Bona Vida have concluded in good faith (after consultation with outside legal counsel) that failure to engage another financial advisor would be inconsistent with their duties under applicable Law;

(xix) take any action that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby; or

(xx) authorize, or enter into any Contract, agreement or binding commitment or arrangement to do any of the foregoing.

Section 5.3 Cooperation with Respect to Actions. In the event of an Action by any Person, including any Governmental Authority, seeking to restrain, prevent, prohibit, materially delay or restructure the transactions contemplated hereby, the Parties shall cooperate and exercise commercially reasonable efforts to seek a resolution of such Action so as to eliminate any impediment to Closing.

Section 5.4 Press Releases and Public Announcements. The Parties hereby agree that they shall not issue any press release, public statement or any other public disclosure concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Parties. Notwithstanding the foregoing, BCC may, without obtaining the consent of Bona Vida, issue a press release, public statement or other public disclosure concerning this Agreement and the transactions contemplated hereby as may be required by applicable Law; provided, that, prior to making such announcement, BCC shall have delivered a draft of such press release, public statement or disclosure to Bona Vida and shall have given Bona Vida reasonable opportunity to comment thereon.

Section 5.5 Governance. Prior to the Closing, BCC shall have taken all corporate action necessary so that, effective immediately following the Closing, (a) the number of directors that will comprise the full BCC Board shall be five (5), and (b) the Persons set forth on Schedule 5.5 shall be the directors of BCC, each of whom shall serve until their respective successors are duly elected or appointed and qualified.

Section 5.6 Indemnification.

(a) Indemnification for Breach of Agreement.

(i) Indemnification by Bona Vida Shareholders. Subject to Section 5.6(c), in the event that Bona Vida breaches any of its representations, warranties, and

covenants contained in the Agreement, and, provided that BCC or the BCC Representative makes a written claim for indemnification against Bona Vida or a Bona Vida Shareholder prior to the applicable expiration date in Section 5.6(c)(ii) (pursuant to this Section 5.6(a)(i) in the case of a direct claim by BCC against Bona Vida or a Bona Vida Shareholder or, pursuant to Section 5.6(b) below in the case of a third party claim), then the Bona Vida Shareholders agree as a condition of receiving delivery of the Merger Consideration to severally, and not jointly, indemnify BCC or any Affiliate (a "**BCC Indemnified Party**") from and against the entirety of any Damages BCC or any Affiliate may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, or caused by such breach by Bona Vida.

(ii) Indemnification by BCC. Subject to Section 5.6(c), in the event BCC breaches any of its representations, warranties, and covenants contained in the Agreement, and, provided that any Bona Vida Shareholder makes a written claim for indemnification against BCC prior to the applicable expiration date in Section 5.6(c)(ii) (pursuant to this Section 5.6(a)(ii) in the case of a direct claim by the Bona Vida Shareholder against BCC or pursuant to Section 5.6(b) below in the case of a third party claim), then BCC agrees to indemnify the Bona Vida Shareholder or any Affiliate (a "**Bona Vida Indemnified Party**" and together with the BCC Indemnified Party, the "**Indemnified Parties**") from and against the entirety of any Damages the Bona Vida Shareholder may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, or caused by such breach by BCC.

(iii) Mike Young shall be appointed as representative and attorney-in-fact to act on behalf of BCC (the "**BCC Representative**") with respect to any Action asserted by BCC arising out of or relating to this Agreement and the transactions contemplated hereby and shall be authorized to initiate an Action on behalf of BCC alleging a breach of this Agreement and seeking to reduce the Merger Consideration as a result of such breach, subject to the provisions of Section 5.6(c), and to take any and all actions and make any decisions required or permitted to be taken by the BCC Representative pursuant to this Agreement, including the exercise of the power to give and receive notices and communications; agree to, negotiate, enter into settlements and compromises of, and comply with orders with respect to claims for indemnification pursuant to this Agreement; litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to this Agreement; engage, employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist the BCC Representative in complying with his or her duties and obligations; and take all actions necessary or appropriate in the good faith judgment of the BCC Representative for the accomplishment of the foregoing.

(iv) Damian Dalla-Longa shall be appointed as representative and attorney-in-fact to act on behalf of the Bona Vida Shareholders (the "**Bona Vida Representative**") with respect to any Action asserted by the Bona Vida Shareholders arising out of or relating to this Agreement and the transactions contemplated hereby and shall be authorized to initiate an Action on behalf of the Bona Vida Shareholders relating to this Agreement and the transactions contemplated hereby, subject to the provisions of Section 5.6(c), and to take any and all actions and make any decisions required or permitted to be taken by the Bona Vida Representative pursuant to this Agreement, including the exercise of the power to give and receive notices and communications; agree to, negotiate, enter into settlements and compromises of, and comply with orders with respect to claims for indemnification pursuant to this Agreement; litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to this Agreement; engage,

employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist the Bona Vida Representative in complying with her duties and obligations; and take all actions necessary or appropriate in the good faith judgment of the Bona Vida Representative for the accomplishment of the foregoing.

(v) In the event BCC consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of BCC shall assume the obligations set forth in this Section 5.6.

(vi) This Section 5.6 is intended for the irrevocable benefit of, and to grant third party rights to, the Indemnified Parties and shall be binding on all successors and assigns of BCC, Bona Vida and each Bona Vida Shareholder. This Section 5.6 shall not be amended in a manner that is adverse to the Indemnified Parties (including their successors) or terminated without the consent of each of the Indemnified Parties (including their successors) affected thereby. Each of the Indemnified Parties shall be entitled to enforce the covenants contained in this Section 5.6. The provisions of this Section 5.6 shall survive the consummation of the transactions contemplated hereby.

(b) Third Party Claims; Procedure.

(i) Promptly (and in any event within five days after the service of any summons or other document) after acquiring knowledge of any third party Action for which one or more of either a BCC Indemnified Party or a Bona Vida Indemnified Party (the " **Third Party Indemnified Party**") may seek indemnification against the Bona Vida Shareholders or BCC, respectively (the "**Third Party Indemnifying Party**") pursuant to this Section 5.6, the Third Party Indemnified Party shall give written notice thereof to the Third Party Indemnifying Party. Failure to provide notice shall not relieve the Third Party Indemnifying Party of its obligations under this Section 5.6, except to the extent of any actual damage caused by that failure. The Third Party Indemnifying Party shall have the right to assume the defense of any Action with one law firm reasonably acceptable to the Third Party Indemnified Party upon delivery of notice to that effect to the Third Party Indemnified Party. If the Third Party Indemnifying Party, after written notice from the Third Party Indemnified Party, fails to take timely action to defend the action resulting from the Action or otherwise respond to the Action, or if the Third Party Indemnifying Party's counsel has reasonably determined that there may be a conflict between the Third Party Indemnified Party and the Third Party Indemnifying Party in the defense of such Action, the Third Party Indemnified Party shall have the right to defend the action resulting from the Action by counsel of its own choosing, but at the cost and expense of the Third Party Indemnifying Party. The Third Party Indemnified Party shall have the right to settle or compromise any Action against it, and recover from the Third Party Indemnifying Party any amount paid in settlement or compromise thereof, if it has given written notice thereof to the Third Party Indemnifying Party and the Third Party Indemnifying Party has failed to take timely action to defend the Action; otherwise, the Third Party Indemnified Party shall have no right to settle or compromise any Action. The Third Party Indemnifying Party shall have the right to settle or compromise any Action against the Third Party Indemnified Party without the consent of the Third Party Indemnified Party provided that the terms of the settlement or compromise provide for the

unconditional release of the Third Party Indemnified Party, require the payment of monetary damages only, is not likely to result in criminal proceedings and is not likely to have a Material Adverse Effect on the Third Party Indemnified Party or its business.

(ii) Upon its receipt of any amount paid by the Third Party Indemnifying Party pursuant to this Section 5.6, the Third Party Indemnified Party shall deliver to the Third Party Indemnifying Party such documents as it may reasonably request assigning to the Third Party Indemnifying Party any and all rights, to the extent indemnified, that the Third Party Indemnified Party may have against third parties with respect to the Proceeding for which indemnification is being received.

(c) Limitations on Indemnification.

(i) Notwithstanding anything to the contrary contained herein, except as provided in this Section 5.6(c), no BCC Indemnified Party shall be entitled to receive an indemnification payment with respect to any Action specified in this Section 5.6 unless the Action, or the aggregate amount of all Actions made by the BCC Indemnified Party hereunder, equals or exceeds $50,000 (in which case all of such Actions back to the first dollar will be recoverable).

(ii) (A) Subject to Section 5.6(c)(iii), the Parties agree that the right of any Indemnified Party to undertake an Action pursuant to Sections 5.6(a) and (b) shall survive the Closing until 11:59 p.m. in New York City on the date that is eighteen (18) months following the Closing Date (the "**General Expiration Date**"); provided, however, that if, at any time prior to the General Expiration Date, any Indemnified Party delivers a written notice in accordance with Section 5.6(a)(i) or Section 5.6(a)(ii) asserting in good faith an Action for recovery under Section 5.6(a) or (b), then the Action asserted in such notice shall survive the General Expiration Date until such time as such Action is fully and finally resolved; (B) notwithstanding anything to the contrary in Section 5.6 (including 5.6(c)(ii)(A) hereof), the Parties agree that the right of any Indemnified Party to undertake an Action pursuant to Sections 5.6(a) and (b) with respect to (1) fraud, gross negligence, willful misconduct or intentional breach shall survive the Closing until the expiration of the statute of limitation applicable to the subject matter thereof, (2) with respect to the Tax representations made by BCC and Bona Vida pursuant to the provisions of Sections 3.1(l) and 4.1(l) respectively, shall survive the Closing for a period of ninety (90) days following the expiration of the applicable statute of limitations period, and (3) the covenants and agreements of the Parties in this Agreement and the Transaction Documents which by their terms contemplate actions or impose obligations following the Closing shall survive the Closing and remain in full force and effect in accordance with their respective terms. To the extent that any covenants and agreements in this Agreement or the Transaction Documents contemplate performance prior to the Closing, such covenants and agreements shall terminate to such extent upon the Closing; provided, that the failure of such provisions to survive shall not prevent an Indemnified Party from making any claim for a breach of such provisions that occurred prior to the Closing.

(iii) Notwithstanding anything in this Agreement to the contrary, the maximum liability of any Bona Vida Shareholder for Damages shall be equal to the value of the Merger Consideration received by such Bona Vida Shareholder at the Effective Time.

(iv) Subject to Section 7.3, the Parties agree that the indemnification right set forth in this Agreement shall be the Parties sole and exclusive remedy with respect to the transactions contemplated by this Agreement, except for specific performance or other equitable remedy.

(v) If any Bona Vida Shareholder is liable for Damages hereunder, such Bona Vida Shareholder shall have the option of discharging such liability in cash, BCC Common Stock at a value of $0.1175 per share (subject to adjustment for stock splits, stock dividends, combinations or similar events), or a combination thereof. If BCC is liable for Damages hereunder, BCC shall discharge such liability in cash.

(vi) In the event of any reclassification, recapitalization, stock split, stock dividend (including any dividend or distribution of securities convertible into BCC Common Stock) or subdivision with respect to BCC Common Stock, any change or conversion of BCC Common Stock into other securities, any other dividend or distribution with respect to the BCC Common Stock (or if a record date with respect to any of the foregoing should occur), after the date of this Agreement, appropriate and proportionate adjustments shall be made to the number of shares of BCC Common Stock and the price per share thereof that may be issuable for indemnification purposes pursuant to this Agreement.

Section 5.7 Disclosure Schedule Updates.

(a) From time to time during the period between the Execution Date and immediately prior to the Closing, BCC or Bona Vida may at its option supplement or amend and deliver updates to its Disclosure Schedule (each, a "**Schedule Update**") that are necessary to correct any representation or warranty that has become inaccurate or incomplete solely due to a fact, event or circumstance that arises after the Execution Date and which, if existing or occurring on or prior to the Execution Date, would have been required to be set forth or described in such Disclosure Schedule.

(b) If the existence of any matter set forth in a Schedule Update (each, a "**New Matter**") or all such New Matters, taken as a whole: (i) would not result in the failure of the conditions set forth in Section 6.4(a), Section 6.4(c), Section 6.5(a) or Section 6.5(c), and (ii) was not the result of an intentional breach of this Agreement by BCC or Bona Vida, then such Schedule Update shall be deemed to have amended the appropriate Section of the Disclosure Schedule of BCC or Bona Vida, to have qualified the applicable representations and warranties contained in this Agreement and to have cured any inaccuracy in or breach of any representation or warranty that otherwise might have existed hereunder by reason of the existence of such New Matter for purposes of determining whether or not the conditions set forth in Section 6.4(a), Section 6.4(c), Section 6.5(a) or Section 6.5(c) (as applicable) have been satisfied, but any information disclosed in such Schedule Update shall not cure any inaccuracy in or breach of any representation or warranty contained in this Agreement for purposes of the indemnification rights contained in Section 5.6.

(c) If the existence of any New Matter, individually or in the aggregate with all New Matters, taken as a whole, (i) would result in the failure of the conditions set forth in Section 6.4(a), Section 6.4(c), Section 6.5(a) or Section 6.5(c), or (ii) such New Matter is the result of an

intentional breach of this Agreement by BCC or Bona Vida (which, for purposes of clauses (i) and (ii), it should be assumed that such breach is continuing as of the Closing), the other Party shall have the right to either (x) terminate this Agreement pursuant to Section 7.1(c) or Section 7.1(d) (as applicable) or (y) consummate the transactions contemplated by this Agreement. If such other Party elects to consummate the transactions contemplated by this Agreement notwithstanding such New Matter, then such Schedule Update shall be deemed to have amended the appropriate Section of such Disclosure Schedule, to have qualified the applicable representations and warranties contained in this Agreement and to have cured any inaccuracy in or breach of any representation or warranty that otherwise might have existed hereunder by reason of the existence of such New Matter for purposes of determining whether or not the conditions set forth in Section 6.4(a), Section 6.4(c), Section 6.5(a) or Section 6.5(c) have been satisfied, but any information disclosed in such Schedule Update shall not cure any inaccuracy in or breach of any representation or warranty contained in this Agreement for purposes of the indemnification rights contained in Section 5.6.

(d) The representations, warranties and covenants of BCC and Bona Vida, and each 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 such Indemnified Party (including by any of its Representatives) or by reason of the fact that such Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of such Indemnified Party's waiver of any condition set forth in Section 6.3, Section 6.4 or Section 6.5 as the case may be.

Section 5.8 Lock-Up. On the Closing Date, holders of at least sixty percent (60%) of the issued and outstanding shares of Bona Vida Common Stock shall enter into a single lock-up agreement with BCC (the "**Lock-Up Agreement**") in a form substantially similar to Exhibit B hereto, for the period beginning on the Closing Date and expiring on the six (6) month anniversary of the Closing Date, pursuant to which each Bona Vida Shareholder shall acknowledge and agree not to offer, sell, contract to sell, hypothecate or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the sale, hypothecation or disposition (whether by actual or effective economic sale, hypothecation or disposition due to cash settlement or otherwise) by the Bona Vida Shareholder or any Affiliate of the Bona Vida Shareholder or any Person in privity with the Bona Vida Shareholder or any Affiliate of the Bona Vida Shareholder), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the SEC in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to any and all of the Lock-Up Securities unless such transaction is a Permitted Disposition. Notwithstanding the foregoing, and subject to all Permitted Dispositions and all applicable Law, on the six (6) month anniversary of the Closing Date each Bona Vida Shareholder shall be entitled to freely dispose of 100% of such Bona Vida Shareholder's BCC Common Stock, provided, however, if any BCC Common Stock held by the Bona Vida Shareholders is subject to an effective Registration Statement, the restrictions set forth in this Section 5.8 with respect to any registered BCC Common Stock shall be modified as follows: (a) on the three (3) month anniversary of the Closing Date, such Bona Vida Shareholder may freely dispose up to 20% of such Bona Vida Shareholder's registered BCC Common Stock; and (b) on the six month anniversary of the Closing Date, such Bona Vida Shareholder may freely dispose of the remaining 80% of such Bona Vida Shareholder's registered BCC Common Stock. For the

avoidance of doubt, the provisions of the immediately prior sentence shall only apply to registered BCC Common Stock and shall not expand the rights of holders of BCC Common Stock to the extent that such shares are not subject to an effective Registration statement or any prospectus does not meet the requirements of Section 5(b) of the Securities Act. Furthermore, nothing contained in this Section 5.8 shall be deemed to conflict with Rule 144 under the Securities Act.

Section 5.9 Mutual Pre-Closing Covenants. After the execution of this Agreement the Parties covenant to work in good faith to prepare, negotiate and enter into, or cause to be prepared, negotiated and entered into, (i) employment agreements with the Bona Vida Executives and (ii) a stockholder agreement with the Bona Vida Shareholders regarding protections of minority interests.

Section 5.10 Further Assurances. If any further action is necessary or desirable to carry out the purposes of this Agreement, the Parties agree to take such further action (including the execution and delivery of such further instruments and documents) as the other Party may request, all at the sole cost and expense of the requesting Party (unless the requesting party is entitled to indemnification therefore under Section 5.6 hereof).

Section 5.11 Registration Rights. Prior to the Closing BCC and the Bona Vida Shareholders shall enter into a Registration Rights Agreement (the "**Registration Rights Agreement**"), pursuant to which BCC shall use commercially reasonable efforts to register the shares of BCC Common Stock issuable to the Bona Vida Shareholders as part of the Merger Consideration, which registration rights shall be subordinate to the rights of investors in a proposed securities offering through a broker-dealer and pari passu with the rights of the investors who received registration rights under a Registration Rights Agreement entered into as of November 20, 2018 (the "**November Investors**") and the members of Trupet who receive BCC Common stock in connection with BCC's potential acquisition of Trupet as contemplated herein (the "**Trupet Members**"). Bona Vida acknowledges that the Staff of the Securities and Exchange Commission ("**SEC**") has a policy limiting the number of shares that can be registered in any one or related registration statements. While BCC anticipates that there may be some room to include some shares of BCC Common Stock issued to the Bona Vida Shareholders as part of the Merger Consideration (the "**Extra Shares**"), the ultimate decision will be made by the Staff of the SEC. To the extent that any Extra Shares can be included in the registration statement, each of the November Investors, the Bona Vida Shareholders and the Trupet Members shall, as individual groups, be entitled to provide 1/3 of the Extra Shares. The number of Extra Shares that may be provided by each November Investor, each Bona Vida Shareholder and each Trupet Member shall be made on a pro rata basis based on the percentage of BCC Common Stock that such individual November Investor, Bona Vida Shareholder or Trupet Member owns compared to the total number of shares of BCC Common Stock issued to all investors in its investor group.

Section 5.12 Tax Matters.

(a) BCC, Merger Sub and Bona Vida will use their respective commercially reasonable best efforts to cause the Merger to qualify as a "reorganization" under Section 368(a) of the Code. Parent, Merger Sub and the Company agree not to (and not to permit or cause any Affiliate or Subsidiary to) take any actions or fail to take any reasonable actions that would reasonably be expected to cause the Merger to fail to qualify as a "reorganization" under Section

368(a) of the Code. BCC, Merger Sub and Bona Vida will use their respective commercially reasonable best efforts to cause the Merger, together with the Trupet Transaction and the Financing, to qualify as an exchange under Section 351 of the Code. Parent, Merger Sub and the Company agree not to (and not to permit or cause any Affiliate or Subsidiary to) take any actions or fail to take any reasonable actions that would reasonably be expected to cause the Merger, together with the Trupet Transaction and the Financing, to fail to qualify as an exchange under Section 351 of the Code.

(b) BCC and its affiliates (including the Surviving Company) will use commercially reasonable efforts to continue the historic business of Bona Vida (or alternatively, if Bona Vida has more than one line of business, continue at least one significant line of Bona Vida' historic business) or use a significant portion (at least 33-1/3% by value) of Bona Vida's historic business assets in a business within the meaning of Treasury Regulations Section 1.368-1(d).

(c) BCC, Merger Sub and Bona Vida will treat, and will not take any Tax reporting position inconsistent with the treatment of, (i) the Merger as a "reorganization" within the meaning of Section 368(a) of the Code for U.S. federal, state and other relevant Tax purposes and (ii) the Merger, together with the Trupet Transaction and the Financing, as an exchange under Section 351 of the Code. The Parties will duly file their respective tax returns for the taxable year including the Closing Date containing the information required under Treasury Regulation Section 1.351-3. The Parties will cooperate with each other in timely providing the information necessary for the filing of such information and, if requested by the other Parties, will consult with each other in good faith in preparing such information.

(d) Without the prior written consent of the Bona Vida Representative, neither BCC nor any of its Affiliates will (a) amend any Tax Return of Bona Vida for a period ending on or prior to the Closing Date (a "**Pre-Closing Tax Period**"), (b) initiate contact with taxing authorities regarding Taxes or Tax items of Bona Vida with respect to any Pre-Closing Tax Period, (c) make any voluntary disclosures with respect to Taxes or Tax items of Bona Vida for Pre-Closing Tax Periods, (d) make any Tax election that has retroactive effect to any Pre-Closing Tax Period of Bona Vida, (e) take any action having retroactive effect to the Closing Date or prior to the Closing Date with respect to Bona Vida that could reasonably be expected to adversely affect the tax treatment of the Merger to Bona Vida shareholders or (f) agree to waive or extend the statute of limitations relating to any Taxes of Bona Vida or its Affiliates for any Pre-Closing Tax Period.

Section 5.13 Bona Vida Percentage Interest. Immediately after the consummation of the transactions contemplated in this Agreement, the Bona Vida Shareholders, in the aggregate, shall own 46.0% of the voting power and 46.0% of the economic interests in BCC, the calculation of which shall (i) be on a fully diluted basis and (ii) exclude the shares of BCC Common Stock issued in the Financing.

Section 5.14 BCC Equity Plan. The Parties shall jointly develop an equity incentive plan reserving for issuance 8,650,000 shares of BCC Common Stock for issuance and distribution in accordance with Exhibit D hereto (the "**Equity Plan**").

Section 5.15 Financing. BCC shall use commercially reasonable efforts to complete a financing (the "**Financing**") which shall be approved, in writing, by Trupet and Bona Vida.

Section 5.16 Confidentiality. From and after the Closing, each Party shall, and shall cause its Affiliates and its and their respective directors, officers, employees, consultants, counsel, accountants, and other agents (collectively, "**Representatives**") to hold, in confidence any and all information, in any form, concerning any other Party, except to the extent that such Party can show that such information: (a) is generally available to and known by the public through no fault of such Party, any of its Affiliates, or their respective Representatives; or (b) is lawfully acquired by such Party, any of its Affiliates, or their respective Representatives from and after the Closing from sources that are not prohibited from disclosing such information by any obligation. If any Party or any of its Affiliates or their respective Representatives is compelled to disclose any information by Order or Law, such Party shall promptly notify the other Parties in writing and shall disclose only that portion of such information which is legally required to be disclosed; provided, however, such Party shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.17 Information Provided to Stockholders. Bona Vida shall prepare, with the cooperation of BCC, information to be sent to the holders of shares of Bona Vida Company Stock in connection with soliciting their approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger, and BCC shall prepare, with the cooperation of Bona Vida, information to be sent to the holders of shares of BCC Common Stock in connection with soliciting their approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger. BCC and Bona Vida shall each use commercially reasonable efforts to cause information provided to such Party's stockholders to comply with applicable federal and state securities Laws. Each of BCC and Bona Vida agrees to provide promptly to the other such information concerning its business and financial statements and affairs (which for BCC, shall include Trupet) as, in the reasonable judgment of the providing party or its counsel, may be required or appropriate for inclusion in the information sent, or in any amendments or supplements thereto, and to cause its counsel and auditors to cooperate with the other's counsel and auditors in the preparation of the information to be sent to the stockholders of each Party. Bona Vida will promptly advise BCC, and BCC will promptly advise Bona Vida, in writing if at any time prior to the Effective Time either Bona Vida or BCC shall obtain knowledge of any facts that might make it necessary or appropriate to amend or supplement the information sent in order to make the statements contained or incorporated by reference therein not misleading or to comply with applicable Law. The information sent by Bona Vida shall contain the recommendation of the Bona Vida Board that the holders of shares of Bona Vida Company Stock approve the adoption of this Agreement, including the Merger. The information sent by BCC shall contain the recommendation of the BCC Board that the holders of shares of BCC Common Stock approve the adoption of this Agreement and the transactions contemplated hereby, including the Merger. Anything to the contrary contained herein notwithstanding, neither Bona Vida nor BCC shall include in the information sent to its stockholders any information with respect to the other party or its affiliates or associates, the form and content of which information shall not have been approved by such party in its reasonable discretion prior to such inclusion. To the extent required by the DGCL, Bona Vida shall deliver to any Bona Vida stockholder who has not executed the written stockholder consent (i) a notice of the taking of the actions described in the written stockholder

consent in accordance with Section 228(e) of the DGCL and (ii) a notice of appraisal rights in accordance with Section 262 of the Delaware Act.

ARTICLE VI

CLOSING DELIVERABLES AND CONDITIONS TO CLOSING

Section 6.1 Closing Deliverables of BCC. The obligations of Bona Vida to consummate the transactions contemplated by this Agreement shall be subject to the delivery to Bona Vida (or Bona Vida's waiver), at or prior to the Closing, of each of the following by BCC:

(a) The Merger Consideration specified on Schedule 2.1;

(b) An employment agreement for each of the Bona Vida Executives as provided for in Section 5.9, duly executed by BCC;

(c) The Lock-Up Agreement, duly executed by BCC;

(d) A stockholders agreement as provided for in Section 5.9, duly executed by BCC;

(e) A copy of resolutions of the BCC Board approving this Agreement and all related matters contemplated by the Agreement, duly executed by the BCC Board;

(f) The Registration Rights Agreement as provided for in Section 5.11, duly executed by BCC; and

(g) An officer's certificate of BCC in a form reasonably acceptable to Bona Vida certifying that: (i) the representations and warranties of BCC are true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date); (ii) BCC has performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by BCC at or prior to the Closing Date; and (iii) there has been no Material Adverse Effect since the Effective Date.

Section 6.2 Closing Deliverables of Bona Vida. The obligations of BCC to consummate the transactions contemplated by this Agreement shall be subject to the delivery to BCC (or BCC's waiver, at or prior to the Closing) of each of the following:

(a) An employment agreement for each of the Bona Vida Executives as provided for in Section 5.9, duly executed by each such Bona Vida Executive;

(b) The Lock-Up Agreement, duly executed by holders of at least sixty percent (60%) of the issued and outstanding shares of Bona Vida Common Stock immediately prior to the Effective Time;

(c) A stockholders agreement as provided for in Section 5.9, duly executed by holders of at least sixty percent (60%) of the issued and outstanding shares of Bona Vida Common Stock immediately prior to the Effective Time;

(d) The Registration Rights Agreement as provided for in Section 5.11, duly executed by holders of at least sixty percent (60%) of the issued and outstanding shares of Bona Vida Common Stock immediately prior to the Effective Time;

(e) Resignations of each director and officer of Bona Vida;

(f) An officer's certificate of Bona Vida in a form reasonably acceptable to BCC certifying that: (i) the representations and warranties of Bona Vida are true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date); (ii) Bona Vida has performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Bona Vida at or prior to the Closing Date; and (iii) there has been no Material Adverse Effect since the Effective Date;

(g) Evidence satisfactory to BCC, in BCC's reasonable discretion, that the number of Dissenting Shares shall not be greater than five percent (5%) of the issued and outstanding shares of Bona Vida Common Stock as set forth on Schedule 3.1(e);

(h) A copy of resolutions of the Bona Vida Board approving this Agreement and all related matters contemplated by the Agreement, duly executed by the Bona Vida Board.

Section 6.3 Conditions to each Party's Obligations. The respective obligations of each Party to consummate the transactions contemplated hereby shall be subject to the satisfaction or (to the extent permitted by Law) waived by BCC and Bona Vida, at or prior to the Closing, of the following conditions:

(a) Orders. No Order shall be in effect that enjoins, prohibits or otherwise prevents, or purports to enjoin, prohibit or otherwise prevent, the consummation of the Transaction or the Merger.

(b) Applicable Law. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any applicable Law that has the effect of making the Transactions illegal or otherwise restraining or prohibiting the consummation of the Transaction or the Merger or materially changes to the Transaction or the Merger.

(c) Actions. No Action shall be pending seeking to enjoin, restrain, or otherwise prohibit or make illegal the Transaction or the Merger, or threatened in writing to seek any of the foregoing.

Section 6.4 Conditions to BCC's Obligation to Close. The obligations of BCC to consummate the transactions contemplated hereby shall be subject to the satisfaction or (to the extent permitted by Law) waived by BCC, at or prior to the Closing, of the following conditions:

(a) Representations and Warranties of Bona Vida. (i) Other than the representations and warranties set forth in Section 3.1(a), Section 3.1(b), Section 3.1(c) and Section 3.1(e) (the "**Bona Vida Fundamental Representations**") each of the representations and warranties of Bona Vida set forth in this Agreement shall be true and correct in all material respects (without giving effect to any qualification as to materiality or Bona Vida Material Adverse Effect) as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct as of such date), and (ii) the Bona Vida Fundamental Representations shall be true and correct in all respects as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date).

(b) Performance of Covenants and Obligations of Bona Vida. Bona Vida shall have performed in all material respects all obligations, and complied in all material respects with all agreements and covenants, required to be performed by it under this Agreement on or prior to the Closing Date.

(c) Material Adverse Change. On the Closing Date, there shall not exist any event, circumstance, change or effect arising after the date of this Agreement that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on Bona Vida.

(d) Good Standing. Bona Vida and each Bona Vida Subsidiary shall be in good standing (or its equivalent) in the jurisdiction under the Laws in which the it is organized.

(e) Consents. Each of the consents identified on Schedule 6.4(e) shall have been obtained and shall be in full force and effect, where such consents may be obtained prior to the Closing.

(f) Deliverables. Bona Vida shall have delivered all agreements, documents certificates and other items set forth in Section 6.2.

Section 6.5 Conditions to Bona Vida's Obligation to Close The obligations of Bona Vida to consummate the transactions contemplated hereby shall be subject to the satisfaction or (to the extent permitted by Law) waived by Bona Vida, at or prior to the Closing, of the following conditions

(a) Representations and Warranties of BCC. (i) Other than the representations and warranties set forth in Section 4.1(a), Section 4.1(b), Section 4.1(c) and Section 4.1(e) (the "**BCC Fundamental Representations**"), each of the representations and warranties of BCC set forth in this Agreement shall be true and correct in all material respects (without giving effect to any qualification as to materiality or Material Adverse Effect) as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct as of such date), and (ii) the BCC Fundamental Representations shall be true and correct in all respects as of the date of this Agreement and as of the Closing as though

made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct in all material respects as of such date).

(b) Performance of Covenants and Obligations of BCC. BCC shall have performed in all material respects all obligations, and complied in all material respects with all agreements and covenants, required to be performed by it under this Agreement on or prior to the Closing.

(c) Material Adverse Change. On the Closing Date, there shall not exist any event, circumstance, change or effect arising after the date of this Agreement that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on BCC.

(d) Good Standing. BCC and each BCC Subsidiary shall be in good standing (or its equivalent) in the jurisdiction under the Laws in which the it is organized.

(e) Exchange Consideration. BCC shall have issued or paid, as applicable, to each Bona Vida Shareholder, effective as of the Closing, the Merger Consideration. In lieu of actual delivery of the Merger Consideration, a written representation of BCC's stock transfer agent that it shall deliver the Merger Consideration by overnight deliver following notice that the Closing has occurred shall comply with this Section 6.5(e).

(f) Consents. Each of the consents identified on Schedule 6.5(f) shall have been obtained and shall be in full force and effect, where such consents may be obtained prior to the Closing.

(g) Deliverables. BCC shall have delivered all agreements, documents certificates and other items set forth in Section 6.1.

(h) Financing. BCC shall have completed the Financing, which has been approved, in writing, by Bona Vida and Trupet, and shall have received written notice confirming same from BCC's broker-dealer.

(i) Trupet. BCC's acquisition of Trupet shall have been consummated.

(j) Reverse Stock Split. The Reverse Stock Split shall have occurred.

(k) Equity Plan. The BCC Board and shareholders of BCC shall have adopted the Equity Plan.

(l) Merger Sub Approvals. BCC shall have obtained (and shall have provided copies thereof to Bona Vida) the written consents of the sole stockholder of Merger Sub and the Board of Directors of Merger Sub, in each case, approving the adoption of this Agreement and the transactions contemplated hereby, including the Merger and approving the execution, delivery and performance by such entity of this Agreement, in form and substance reasonably satisfactory to Bona Vida.

ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by mutual written agreement of BCC and Bona Vida;

(b) by either BCC or Bona Vida, by prior written notice to the other Party, if the Closing shall not have occurred for any reason on or prior to the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to any Party whose failure to perform any of its obligations under this Agreement required to be performed by it at or prior to the Closing has been the cause of, or resulted in, the failure of the Closing to occur;

(c) by BCC, upon written notice to Bona Vida if (i) any of the conditions set forth inSection 6.4 shall have become incapable of fulfillment and shall not have been waived by BCC, (ii) Bona Vida fails to perform in any material respect any of its covenants or agreements contained in this Agreement required to be performed by it on or prior to the Closing, and, within ten (10) Business Days after written notice of such breach to Bona Vida, such breach shall not have been cured by Bona Vida or waived by BCC, or (iii) Bona Vida shall breach any of its representations or warranties hereunder such that the conditions set forth in Section 6.4 would not be satisfied if such conditions were required to be satisfied on the date of the breach, and, within ten (10) Business Days after written notice of such breach to Bona Vida, Bona Vida shall continue to be in breach of such representation or warranty; provided, however, this Agreement may not be terminated by BCC pursuant to this Section 7.1(c) if BCC is then in breach of any representation, warranty, covenant or agreement set forth in this Agreement such that BCC is not then capable of satisfying the conditions set forth in Section 6.5;

(d) by Bona Vida, upon written notice to BCC, if (i) any of the conditions set forth inSection 6.5 shall have become incapable of fulfillment and shall not have been waived by Bona Vida, (ii) BCC fails to perform in any material respect any of the covenants or agreements contained in this Agreement required to be performed by it on or prior to the Closing, and, within ten (10) Business Days after written notice of such breach to BCC, such breach shall not have been cured or waived by Bona Vida, or (iii) BCC shall breach any of its representations or warranties hereunder such that the conditions set forth in Section 6.5 would not be satisfied if such conditions were required to be satisfied on the date of the breach, and, within ten (10) Business Days after written notice of such breach to BCC, BCC shall continue to be in breach of such representation or warranty; provided, however, this Agreement may not be terminated by Bona Vida pursuant to this Section 7.1(d) if Bona Vida is then in breach of any representation, warranty, covenant or agreement set forth in this Agreement such that Bona Vida is not then capable of satisfying the conditions set forth in Section 6.4;

(e) by Bona Vida or BCC if a Governmental Authority shall have issued an Order or taken any other Action, in either case, having the effect of restraining, enjoining or

otherwise prohibiting, or attempting to restrain, enjoin or otherwise prohibit, the Transactions or the Merger and such Order or other Action shall have become final and nonappealable;

(f) by Bona Vida or BCC if (i) a New Matter disclosed in a Schedule Update provided to such Party pursuant to Section 5.7(c) gives such Party the right to terminate this Agreement under Section 5.7(c), and (ii) such Party provides written notice of its election to terminate the Agreement under this Section 7.1(f) within ten (10) Business Days following its receipt of any such Schedule Update.

(g) by Damian Dalla-Longa, notwithstanding anything in this Agreement to the contrary, upon written notice to BCC if, in his sole discretion, it has become reasonably apparent that the parties will not be able to agree on the terms of the employment agreements to be delivered pursuant to Section 5.9.

Section 7.2 Procedure and Effect of Termination. In the event of the termination of this Agreement and the abandonment of the transactions contemplated hereby pursuant to Section 7.1, written notice thereof shall be given by the Party so terminating to the other Parties to this Agreement, and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned without further action by the Parties. If this Agreement is terminated pursuant to Section 7.1 hereof:

(a) this Agreement shall become null and void and of no further force or effect, except that the obligations provided for in this Article VII, Section 5.16 and Article IX hereof shall survive any such termination of this Agreement; and

(b) Subject to Section 7.2(b) and Section 9.14, there shall be no liability on the part of any Party, except that nothing herein shall relieve any Party from liability for any fraud, intentional breach, willful misconduct or gross negligence.

Section 7.3 Breakup Fee. In the event: (i) this Agreement is terminated pursuant to Section 7.1(g); (ii) Bona Vida consummates a Change of Control Transaction within twelve (12) months of the date this Agreement is terminated; and (iii) the value of such Change of Control Transaction shall be greater than or equal to the value of the Merger Consideration or is otherwise a superior transaction for the Bona Vida Shareholders from a financial point of view, then, upon written demand from BCC, Bona Vida shall, within seven (7) days of Bona Vida's receipt of such written demand, pay to BCC an amount equal to four hundred thousand dollars ($400,000).

ARTICLE VIII

SURVIVAL

Section 8.1 Survival. The representations and warranties, covenants and agreements in this Agreement or in any certificate, schedule, instrument or other document delivered pursuant to this Agreement shall survive the Closing consistent with the indemnification provisions set forth in Section 5.6 hereof.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement of BCC and Bona Vida at any time prior to the Closing Date.

Section 9.2 Waiver of Compliance; Consents. Any failure of BCC or Bona Vida to comply with any obligation, covenant, agreement or condition herein may be waived only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.2.

Section 9.3 Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar receipted next business day delivery, or by email followed by overnight next business day delivery as follows:

to BCC:	81 Prospect Street Brooklyn, NY 11201 Attention: David Lelong David@sportendurancehq.com
with a copy to:	Nason, Yeager, Gerson, Harris & Fumero, P.A. 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, Florida 33410 Attention: Michael D. Harris, Esq. Email: mharris@nasonyeager.com
to Bona Vida:	442 Broadway, 2nd Floor New York, NY 10013 Attention: Damian Dalla-Longa Email: damian@bonavida.com
with a copy to:	Norton Rose Fulbright Canada LLP Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84 Toronto, Ontario M5J 2Z4 Attention: Walied Soliman, Esq. Email: wailed.soliman@nortonrosefulbright.com

or to such other address as any of them, by notice to the other may designate from time to time. Time shall be counted to, or from, as the case may be, the date of delivery.

Section 9.4 Assignment; Third Party Beneficiaries. Neither this Agreement nor any right, interest or obligation hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or remedies upon any Person other than the Parties hereto.

Section 9.5 Governing Law. This Agreement and all Actions arising out of or in connection with this Agreement, including any Actions alleging any Party committed any tort, shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the conflicts of law provisions of the State of Delaware or of any other jurisdiction.

Section 9.6 Exclusive Jurisdiction. Any action brought by a Party against the other Parties concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New York State sitting in New York County, New York or the Federal District Court for the Southern District of New York. The Parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

Section 9.7 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including by means of electronic delivery), it being understood that the Parties need not sign the same counterpart. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Section 9.8 Severability. In case any one or more of the provisions contained in this Agreement should be finally determined to be invalid, illegal or unenforceable in any respect against a Party hereto, it shall be adjusted if possible to effect the intent of the Parties. In any event, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and such invalidity, illegality or unenforceability shall only apply as to such Party in the specific jurisdiction where such final determination shall have been made.

Section 9.9 Titles. The Article and Section headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

Section 9.10 Entire Agreement. This Agreement, the Transaction Documents and the Disclosure Schedules, embody the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no representations, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein and therein.

Section 9.11 Rules of Construction. Each Party to this Agreement has been represented by counsel during the preparation and execution of this Agreement, and therefore waives any rule of construction that would construe ambiguities against the Party drafting the Agreement.

Section 9.12 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.13 Expenses. Except as otherwise provided in this Agreement, all Parties hereto shall pay their own expenses, including legal and accounting fees, in connection with the transactions contemplated herein.

Section 9.14 Interpretation. This Agreement shall be read and construed in the English language. As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and singular shall include the plural. References herein to a Party or other Person include their respective successors and permitted assigns. The words "include," "includes" and "including" when used herein shall be deemed to be followed by the phrase "without limitation" unless such phrase otherwise appears. Unless the context otherwise requires, references herein to articles, sections, schedules, and exhibits shall be deemed references to articles and sections of, and schedules and exhibits to, this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular article, Section or provision hereof. Except when used together with the word "either" or otherwise for the purpose of identifying mutually exclusive alternatives, the term "or" has the inclusive meaning represented by the phrase "and/or." Any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day shall be automatically extended to the next succeeding Business Day. All references in this Agreement to "dollars" or "$" shall mean United States Dollars.

Section 9.15 Equitable Remedies. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached. It is accordingly agreed that, in addition to the other rights of the Parties under this Agreement, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any federal or state court located in the State of Delaware (as to which the Parties agree to submit to jurisdiction for the purpose of such action), this being in addition to any other remedy to which the Parties are entitled under this Agreement.

Section 9.16 Enforcement Costs. Should any Party institute any Action to enforce the terms of this Agreement, the prevailing Party shall be entitled to receive all reasonable costs and expenses (including reasonable attorneys' fees) incurred by such prevailing Party in connection with such Proceeding. A Party entitled to recover costs and expenses under this Section 9.17 shall also be entitled to recover all costs and expenses (including reasonable attorneys' fees) incurred in the enforcement of any judgment or settlement obtained in such action or proceeding provision (and in any such judgment provision shall be made for the recovery of such post-judgment costs and expenses). For the purposes of determining who is a prevailing Party, if a plaintiff is awarded relief on any claim or cause of action, it shall be deemed to be a prevailing Party, except as provided

in the next sentence. If a plaintiff is awarded relief on any claim or cause of action but a counterclaim plaintiff or crossclaim plaintiff is also awarded relief on a claim or cause of action, no Party shall be deemed to be a prevailing Party.

Section 9.17 **Recitals**. The recitals to this Agreement are hereby incorporated herein as though fully set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the Execution Date.

SPORT ENDURANCE, INC.:
By: /s/ Mike Young
Name: Mike Young
Title: Chairman
BONA VIDA, INC.:
By: /s/ Damian Dalla-Longa
Name: Damian Dalla-Longa
Title: Chief Executive Officer

BCC MERGER SUB, INC.:
By: /s/ Mike Young
Name: Mike Young
Title: Chairman

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "**Amendment**"), dated as of May 3, 2019 (the "**Effective Date**"), is by and among Better Choice Company, Inc. a Delaware corporation (formerly Sport Endurance, Inc., a Nevada corporation) ("**BCC**") and Bona Vida, Inc., a Delaware corporation ("**Bona Vida**").

WHEREAS, BCC, Bona Vida and BCC Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of BCC, are parties to the Agreement and Plan of Merger, dated as of February 28, 2019 (the "**Merger Agreement**"); and

WHEREAS, BCC and Bona Vida wish to amend the certain terms of the Merger Agreement in accordance with Section 9.1 of the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), BCC and Bona Vida hereby agree as follows:

ARTICLE I
Amendment

1. Amendment of Recitals. The fifth WHEREAS clause of the Merger Agreement is hereby deleted and restated in its entirety as follows:

   "WHEREAS, the BCC Board has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to and in the best interests of BCC and its stockholders, and (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger."

2. Amendment of Section 4.1(r)(i). The first sentence of Section 4.1(r)(i) of the Merger Agreement is hereby deleted and restated in its entirety as follows:

   "From February 4, 2016, BCC has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act as if BCC has been required to file reports under Section 13(a) or 15(d) of the Exchange Act (all of the foregoing filed prior to the date this representation is made including all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein are referred to as the "**SEC Documents**")."

3. Amendment of Section 4.1(r)(iii). Section 4.1(r)(iii) of the Merger Agreement is hereby deleted and restated in its entirety as follows:

   "Upon the Closing, BCC is not required to be registered as, and is not an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4. Amendment of Section 4.1(r)(iv). Section 4.1(r)(iv) of the Merger Agreement is hereby deleted and restated in its entirety as follows:

"BCC has established and maintains disclosure controls and procedures (as defined in Rules 13a-14 and 15d-14 under the Exchange Act). Such controls and procedures were not effective, as disclosed in BCC's most recent Form 10-K, in ensuring that material information relating to BCC, including BCC Subsidiaries, is made known to the principal executive officer and the principal financial officer."

5. Amendment of Section 5.9. Section 5.9 of the Merger Agreement is hereby deleted and restated in its entirety as follows:

"After the execution of this Agreement the Parties covenant to work in good faith to prepare, negotiate and enter into, or cause to be prepared, negotiated and entered into, employment agreements with the Bona Vida Executives."

6. Amendment of Amendment of Section 5.17. Section 5.9 of the Merger Agreement is hereby deleted and restated in its entirety as follows:

"Bona Vida shall prepare, with the cooperation of BCC, information to be sent to the holders of shares of Bona Vida Common Stock in connection with soliciting their approval of the adoption of this Agreement and the transactions contemplated hereby, including the Merger. Bona Vida shall use commercially reasonable efforts to cause the information provided to Bona Vida's stockholders to comply with applicable federal and state securities Laws. BCC agrees to provide promptly to Bona Vida such information concerning its business and financial statements and affairs (which for BCC, shall include Trupet) as, in the reasonable judgment of Bona Vida or its counsel, may be required or appropriate for inclusion in the information sent, or in any amendments or supplements thereto, and to cause its counsel and auditors to cooperate with Bona Vida's counsel and auditors in the preparation of the information to be sent to the stockholders of Bona Vida. Bona Vida will promptly advise BCC in writing if at any time prior to the Effective Time Bona Vida shall obtain knowledge of any facts that might make it necessary or appropriate to amend or supplement the information sent in order to make the statements contained or incorporated by reference therein not misleading or to comply with applicable Law. The information sent by Bona Vida shall contain the recommendation of the Bona Vida Board that the holders of shares of Bona Vida Common Stock approve the adoption of this Agreement and the transactions contemplated hereby, including the Merger. Anything to the contrary contained herein notwithstanding, Bona Vida shall not include in the information sent to its stockholders any information with respect to BCC or its affiliates (including Trupet) or associates, the form and content of which information shall not have been approved by BCC in its reasonable discretion prior to such inclusion. To the extent required by the DGCL, Bona Vida shall deliver to any Bona Vida stockholder who has not executed the written stockholder consent (i) a notice of the taking of the actions described in the written stockholder consent in accordance

with Section 228(e) of the DGCL and (ii) a notice of appraisal rights in accordance with Section 262 of the Delaware Act.

7. Amendment of Section 6.1(d). Section 6.1(d) of the Merger Agreement is hereby deleted and restated in its entirety as follows:

"[Reserved];"

8. Amendment of Section 6.2(c). Section 6.2(c) of the Merger Agreement is hereby deleted and restated in its entirety as follows:

"[Reserved];"

9. Amendment of Exhibit C. Exhibit C to the Merger Agreement is hereby deleted and restated in its entirety as provided in Appendix 1 hereto.

10. Amendment of Exhibit D. Exhibit D to the Merger Agreement is hereby deleted and restated in its entirety as provided in Appendix 2 hereto.

11. Amendment of Schedule 2.5(a). Schedule 2.5(a) to the Merger Agreement is hereby deleted and restated in its entirety as provided in Appendix 3 hereto.

ARTICLE II
MISCELLANEOUS

1. Capitalized Terms. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Merger Agreement.

2. Reference to and Effect on the Agreement.

(a) This Amendment is effective as of the Effective Date.

(b) Except as expressly amended by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

(c) Each reference in the Merger Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Merger Agreement as amended hereby. No reference to this Amendment need be made in any instrument or document at any time referring to the Agreement, a reference to the Agreement in any of such instruments or documents to be deemed to be a reference to the Agreement as amended hereby.

3. Entire Agreement. This Amendment read in conjunction with the Merger Agreement, the Transaction Documents and the Disclosure Schedules, embody the entire agreement and understanding of the parties hereto and thereto in respect of the subject matter contained herein and therein.

4. Incorporation by Reference. Article IX of the Merger Agreement (except for Sections 9.2 and 9.10) is hereby incorporated by reference *mutatis mutandis*.

[*Signature Page to Follow***]**

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the Effective Date.

BETTER CHOICE COMPANY, INC.

By: /s/ David Lelong
Name: David Lelong
Title: President

BONA VIDA, INC.

By: /s/ Damian Dalla-Longa
Name: Damian Dalla-Longa
Title: CEO

APPENDIX 1

EXHIBIT C

Officers	
Co-CEO	Lori Taylor
Co-CEO	Damian Dalla-Longa
President	Anthony Santarsiero
Title TBD	Gustavo Gonzalez
SVP Finance; Secretary	Kyle McCollum
Directors	
Chairman	Michael Galego
Director	Michael Young
Director	Lori Taylor
Director	Damian Dalla-Longa
Director	Jeff Davis

APPENDIX 2

EXHIBIT D

MIP Equity (10.0%)	4,500,000
MIP Allocations at Effective Time	
Anthony Santarsiero	1,000,000
Lori Taylor	1,150,000
Damian Dalla-Longa	1,200,000
Kyle McCollum	400,000
Gustavo Gonzalez	TBD
Equity Reserved for Future Employees	**750,000**

APPENDIX 3

SCHEDULE 2.5(A)

Name on Stock Certificate	Beneficial Owner	BCC Shares Pre Rollback	BTTR Shares Post Rollback (20:1)
Aaron McIntosh	Aaron McIntosh	4,940,000	1,680,765
Ryan Renzie	Ryan Renzie	3,880,000	1,320,115
Michael Young	Michael Young	1,060,000	360,650
Fletcher Robbe	Fletcher Robbe	900,000	306,212
Gaspar Patronas	Gaspar Patronas	400,000	136,094
Ashwant Vasthavan	Ashwant Vasthavan	400,000	136,094
Anthony Smith	Anthony Smith	400,000	136,094
Max Albert	Max Albert	400,000	136,094
Jason Renzie	Jason Renzie	400,000	136,094
Damien Dalla-Lonya	Damien Dalla-Lonya	4,900,000	1,667,156
Kyle McCollum	Kyle McCollum	2,300,000	782,543
Navy Capital Green Private Holdings SPC	Navy Capital Green Private Holdings SPC	3,736,000	1,271,121
Zola Global Investors Ltd.	Zola Global Investors Ltd.	2,381,700	810,340
TD Investor Co ITF SI5636 Anson Investments Master Fund LP	Anson Advisors Inc.	2,335,000	794,451
Darren Richie	Darren Richie	1,680,000	571,596
Gundyco ITF XIB Private Capital LP. A/C 515-00863-29	XIB Private Capital LP	1,167,500	397,225
Glen Gibbons	Glen Gibbons	3,390,000	1,153,400
Cottingham Capital Partners, LLC	Cottingham Capital Partners, LLC	666,666	226,824
Kristin Rogus	Kristin Rogus	500,000	170,118
Leslie Jones Gable Inc. - Acct. 064-5303-A	1917478 Ontario Corp.	467,000	158,890
P1 Financial ITF 2437557 Ontario Inc. - Acct. 025-8546-1	2437557 Ontario	467,000	158,890
P1 Financial ITF 025-9618-7	Fortuna Investment Corp.	467,000	158,890
Haywood Securities Inc. TM1-4386-C	Glen Gibbons	467,000	158,890
Canaccord Genuity Wealth Management	Igor Gimelshtein	420,500	143,001
HGC Merchant Partners LP	HGC Merchant Partners LP	350,250	119,168
William Colton Saunders	William Colton Saunders	250,000	85,050
George Scorsis	George Scorsis	233,500	79,445
BMO Nesbitt Burns ITF Samara Fund Ltd. 402-21276-27	Samara Fund Ltd.	233,500	79,445
BMO Nesbitt Burns ITF Parkwood LP Fund	Parkwood Limited Partnership Fund	233,500	79,445
James Frank Allan	James Frank Allan	233,500	79,445
Barnco & Co ITF a/c 7804904717	Brad White	150,000	51,035
Eugene C. McBurney	Eugene C. McBurney	100,000	34,024
Brianna Kristen Davies	Brianna Kristen Davies	116,750	39,723
Fidelity Clearing Canada ULC ITF Justin Moorehead - E1200001	Justin Moorehead	116,750	39,723
Amamnam Inc	Amamnam Inc	110,000	37,426
Echelon Wealth Partners E5DA228A	Hibiscus Drive Ltd.	93,400	31,778
Matthew Rollason	Matthew Rollason	10,000	3,402
Russell Pistone	Russell Pistone	10,000	3,402
Jorge Benaff	Jorge Benaff	10,000	3,402
Navy Capital Green Private Holdings SPC	Navy Capital Green Private Holdings SPC	1,111,111	378,040
Cambridge Capital Ltd.	Cambridge Capital Ltd.	444,444	151,216
Amamnam Inc	Amamnam Inc	666,666	226,824
Walled Sellman	Walled Sellman	444,444	151,216
Bliss Investments LLC	Bliss Investments LLC	444,444	151,216
Xynia Capital Inc. ITF Gregory Sizers	Gregory Sizers	222,223	75,608
Dre Industries LLC	Dre Industries LLC	222,222	75,608
RBC Dominion Securities ITF David Lalvetta	David Lalvetta	222,222	75,608
Haywood Securities ITF Glen Gibbons	Glen Gibbons	222,220	75,607
Delano USA Capital Corp	Delano USA Capital Corp	200,000	68,047
George Scorsis	George Scorsis	111,111	37,804
Apolo Capital Advisory Corp.	Apolo Capital Advisory Corp.	111,111	37,804
Paul Moiseeff	Paul Moiseeff	22,222	7,561
2655111 Ontario Inc	2655111 Ontario Inc	3,360,001	1,143,193
Advantex Finance Inc	Advantex Finance Inc	3,333,333	1,134,120
Michael Galeyo	Michael Galeyo	200,000	68,047
Sean Stiefel	Sean Stiefel	200,000	68,047
David Lalvetta	David Lalvetta	200,000	68,047
Richard Gibbons	Richard Gibbons	200,000	68,047
Stephanie Kulnacki	Stephanie Kulnacki	350,000	119,085
Talia Robalist	Talia Robalist	250,000	85,050
Total Common Equity Fully Diluted Share Count (Units + Warrants + Options)		**52,914,090**	**18,003,273**

Exhibit 2.3

SECURITIES EXCHANGE AGREEMENT

THIS SECURITIES EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of February 2, 2019 by and among Sport Endurance, Inc., a Nevada corporation which is in the process of reincorporating as Better Choice Company Inc., a Delaware corporation ("BCC"), Trupet LLC, a Delaware limited liability company ("Trupet"), and the holders of the Membership Interests of Trupet whose names are set forth on the signature pages hereto other than BCC (each, a "Trupet Member," and collectively, the "Trupet Members"). Each of BCC, Trupet and the Trupet Members shall be known individually as a "Party" and collectively as the "Parties."

WHEREAS, BCC is the owner of certain Trupet Membership Interests; and

WHEREAS, BCC and Trupet have entered into a non-binding letter of intent with respect to a proposed transaction through which BCC shall acquire 100% of the remaining outstanding Membership Interests of Trupet from the Trupet Members in exchange for shares of BCC Common Stock.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For the purposes of this Agreement, capitalized words and terms have the following meanings:

"Action" means any claim, action, cause of action, suit, litigation, arbitration, investigation, audit, assessment, complaint, demand or other legal proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal, and whether brought at law or in equity) that is commenced, brought, conducted, tried or heard by or before, or otherwise involving, any Governmental Authority or arbitration or mediation proceeding.

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Agreement" shall have the meaning contained in the Preamble.

"Balance Sheet" shall have the meaning contained in Section 3.1(r).

"Balance Sheet Date" shall have the meaning contained in Section 3.1(r).

"BCC" shall have the meaning contained in the Preamble.

"BCC Board" shall mean the board of directors of BCC.

"BCC Common Stock" means the common stock, $0.001 par value per share, of BCC.

"BCC Equity Consideration" means: (i) if BCC has not affected a reverse stock split or otherwise does not have sufficient authorized shares of BCC Common Stock, 1,000 shares of Series B Preferred Stock, which are convertible into a number of shares of BCC Common Stock equal to 38.2% as provided in Section 6.4(k); and (ii) if BCC has affected a reverse stock split or otherwise has sufficient authorized BCC Common Stock, a number of shares of BCC Common Stock as provided in Section 6.4(k), in each case subject to any adjustment pursuant to Section 6.3(h).

"BCC Financial Statements" shall have the meaning contained in Section 4.1(r)(2).

"BCC Fundamental Representations" shall mean those representations in Sections 4.1(c) and (e).

"BCC Indemnified Party" shall have the meaning contained in Section 5.7(a)(i).

"BCC IP Agreements" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts related to any Intellectual Property (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, to which BCC is a party, beneficiary or otherwise bound.

"BCC IP Registrations" means all BCC Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"BCC Material Customers" shall have the meaning contained in Section 4.1(u)(i).

"BCC Material Suppliers" shall have the meaning contained in Section 4.1(u)(ii).

"BCC Representative" shall have the meaning contained in Section 5.7(a)(iii).

"Bloomberg" shall mean Bloomberg, L.P., or any successor.

"Bona Vida" shall have the meaning contained in Section 6.4(i).

"Bona Vida Shareholders" shall have the meaning contained in Section 5.12.

"Business Day" means any day, other than a Saturday, Sunday or other day on which the principal commercial banks in New York, New York are not open for business during normal business hours.

"Change of Control Transaction" means the occurrence of (a) an acquisition by any Person or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock, membership interests or other equity securities of Trupet, by contract or otherwise) of greater than 50% of Trupet's voting

power, (b) a consolidation or merger of Trupet with or into any other Person (whether or not Trupet is the surviving Person), any other business combination, including without limitation a reorganization, recapitalization, share exchange, spin-off or scheme of arrangement, or any other transaction or series of related transactions in which greater than 50% of Trupet's voting power is transferred through a merger, consolidation, tender offer or similar transaction, (c) the sale, lease, transfer, exclusive license or other disposition or encumbrance of all or substantially all of Trupet's assets; (d) any event in which a majority of the Trupet Managers, in one or a series of related transactions, are replaced; or (e) the execution by Trupet or the Trupet Members constituting greater than 50% of Trupet's voting power of an agreement providing for any of the events set forth above in (a), (b), (c) or (d).

"Closing" shall have the meaning contained in Section 2.2(a).

"Closing Date" shall have the meaning contained in Section 2.2(a).

"Closing Working Capital" means: (a) the Current Assets of Trupet, less (b) the Current Liabilities of Trupet excluding any liability with Comerica.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

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

"Comerica Loan" shall mean certain Credit Agreement by and between Comerica Bank, Trupet LLC, John M. Word III and Lori R. Taylor, dated as of May 1, 2017, as amended.

"Contract" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, but in each case solely to the extent legally binding.

"Current Assets" means the aggregate amount of all cash and cash equivalents, accounts receivable, inventory and prepaid expenses (but excluding (a) the portion of any prepaid expense of which BCC will not receive the benefit following the Closing, and (b) deferred Tax assets) that will be amortized or expensed or received in cash within one year from the date as of which such computation is being made, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Trupet Financial Statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

"Current Liabilities" means the aggregate amount of all Liabilities except those having a maturity date which is more than one year from the date as of which such computation is being made, Trupet, determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Trupet Financial

Statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

"Customizations" shall have the meaning contained in Section 3.1(j)(v)(B).

"Damages" means any loss, Liability, damage, penalty, fine, assessment, order, amount paid in settlement, Tax, fee, cost or expense (whether or not involving a third party Action) including reasonable legal and expert expenses.

"Deferred Compensation Plan" shall have the meaning contained in Section 3.1(k)(vi).

"Disclosure Schedules" means the Disclosure Schedules delivered with this Agreement.

"Disqualification Event" shall have the meaning contained in Section 3.2(g).

"Effective Date" shall initially mean February 2, 2019 and also mean each date upon which a Party delivers Disclosure Schedules, as amended, to another Party.

"EHSR" shall have the meaning contained in Section 3.1(m)(i).

"Employee Benefit Plan" shall mean any employee benefit plan (as defined in Section 3(3) of ERISA, as amended, whether or not subject to ERISA), bonus, profit sharing, compensation, pension, retirement, "401(k)," severance, savings, deferred compensation, fringe benefit, insurance, post-retirement health or welfare benefit, life, stock option, stock purchase, restricted stock, equity compensation, stock appreciation right, restricted stock unit, tuition refund, service award, company car or car allowance, scholarship, housing or living allowances, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, paid time off, holiday, termination, unemployment, individual employment, consulting, executive compensation, incentive, commission, payroll practices, retention, change in control, non-competition, other plan, agreement, policy, trust fund or arrangement (whether written or unwritten, insured or self-insured) or other agreement or arrangement (whether in writing or otherwise) for which a Party hereto has a liability to any employee(s).

"Employment Agreements" shall have the meaning contained in Section 5.9.

"Encumbrance" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Equity Incentive Plan" shall have the meaning contained in Section 5.10.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FCPA" means the Foreign Corrupt Practices Act, as amended.

"Financing" shall have the meaning contained in Section 6.4(i).

"GAAP" means generally accepted accounting principles.

"General Expiration Date" shall have the meaning contained in Section 5.7(c)(ii).

"Governmental Authority" or "Governmental Authorities" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Indebtedness" means, without duplication, all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, (c) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (d) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (e) capital lease obligations; (f) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (g) guarantees made by or on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (a) through (f); and (h) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (g).

"Intellectual Property" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world, including all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; Internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority; original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and designs and inventions, design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

"Interim Period" shall have the meaning contained in Section 5.1(a).

"IRS" means the United States Internal Revenue Service.

"Knowledge" means, with respect to any fact, circumstance, event or other matter in question, (i) with respect to BCC, the actual knowledge of David Lelong or Mike Young: (b) with

respect to Trupet, the actual knowledge of Lori Taylor, Anthony Santarsiero or Gustavo Gonzalez, and (c) with respect to a Trupet Member for purposes of Section 3.2, the actual knowledge of such Trupet Member, and, in each case, such knowledge that such person could obtain through reasonable inquiry.

"Law" or "Laws" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Government Authority.

"Lender" shall have the meaning contained in Section 5.4.

"Liability" or "Liabilities" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Lock-Up Agreement" shall have the meaning contained in Section 5.8.

"Lock-Up Securities" shall mean any shares of BCC Common Stock received by a Trupet Member on the Closing Date, and including any shares of BCC Common Stock issued to a Trupet Member pursuant to the Equity Incentive Plan.

"Material Adverse Effect" means, with respect to any Party, a material adverse effect on: (i) the financial condition, results of operations, prospects, assets or Liabilities of such Party and its Subsidiaries taken as a whole; or (ii) the ability of such Party to timely consummate the Agreement on or prior to the Outside Date.

"Membership Interests" shall mean each and every class of security (of any nature) authorized as of the Closing Date including, without limitation, common stock, preferred stock, options, warrants, and other convertible securities.

"November Investors" shall have the meaning contained in Section 5.12.

"OFAC" shall have the meaning contained in Section 3.1(z).

"OFAC Lists" shall have the meaning contained in Section 3.1(z).

"Outside Date" shall mean May 1, 2019.

"Party" or "Parties" shall have the meaning contained in the Preamble.

"PCAOB" means the Public Company Accounting Oversight Board, or any successor entity.

"Person" means any individual, group, organization, corporation, partnership, joint venture, limited liability company, trust or entity of any kind.

"Permitted Disposition" shall include the following: (i) transfers of Lock-Up Securities to a trust for the benefit of the undersigned or as a bona fide gift, by will or intestacy or to a family member or trust for the benefit of a family member of the undersigned (for purposes of this lock-up agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); or (ii) transfers of Lock-Up Securities to a charity or educational institution; provided that in the case of any transfer pursuant to the foregoing clauses (i) or (ii), (A) any such transfer shall not involve a disposition for value; and (B) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made.

"Permitted Encumbrances" means: (i) Encumbrances securing Taxes, the payment of which (A) is not delinquent or (B) is actively being contested in good faith by appropriate proceedings diligently pursued and is appropriately reserved for; (ii) Encumbrances imposed by Laws, such as carriers', warehousemen's and mechanics' liens, and other similar liens arising in the ordinary course of business which secure payment of obligations arising in the ordinary course of business (and constituting current liabilities) not more than 60 days past due or which are being contested in good faith by appropriate proceedings diligently pursued and is appropriately reserved for; and (iii) purchase money security interests in the ordinary course of business.

"Preferred Stock" shall have the meaning contained in Section 4.1(e).

"Pro Rata Share" shall mean the number of shares of BCC Common Stock received by a Trupet Member on the Closing Date divided by the total number of shares of BCC Common Stock received by all Trupet Members on the Closing Date.

"Products" means all proprietary products and services of Trupet that are currently being, or at any time in the past two years have been, created, manufactured, offered for sale, licensed, sold, supplied, distributed or otherwise made available in any manner by or on behalf of a Party.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"SEC" shall mean the Securities and Exchange Commission.

"SEC Documents" shall have the meaning contained in Section 4.1(r)(i).

"Secondary Shares" shall have the meaning contained in Section 5.1(a)(viii).

"Series A Preferred Stock" shall have the meaning contained in Section 4.1(e).

"Series B Preferred Stock" shall have the meaning contained in Section 4.1(e).

"Series E Preferred Stock" shall have the meaning contained in Section 4.1(e).

"Significant Trupet Member" shall mean J&L Holdings and Cambridge Capital.

"Subsidiary" when used with respect to any Person, means any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the capital stock or other equity interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or

other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any subsidiary of such Person is a general partner of any general limited partnership or a manager of any limited liability company.

"Tax" or "Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, value added or similar tax, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Authority" means the IRS or any other Governmental Authority responsible for the administration of any Tax.

"Tax Return" or "Tax Returns" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof to be filed on or before the Closing Date.

"Third Party Indemnified Party" shall have the meaning contained in Section 5.7(b)(i).

"Third Party Indemnifying Party" shall have the meaning contained in Section 5.7(b)(i).

"Transaction Documents" shall mean this Agreement and all other Contracts, agreements or other documents arising out of or relating to the transactions contemplated by this Agreement.

"Trupet" shall have the meaning contained in the Preamble.

"Trupet Data Room" shall mean that drop box established by Trupet into which information has been provided by Trupet to which BCC has been provided access.

"Trupet Exchange Consideration" shall have the meaning contained in Section 2.1(a).

"Trupet Executives" shall mean Lori Taylor, Anthony Santarsiero, Gustavo Gonzalez, Will Mullis and Michele Ruble.

"Trupet Financial Statements" shall have the meaning contained in Section 3.1(r).

"Trupet Fundamental Representations" shall mean those representations in Sections 3.1(c) and (e).

"Trupet Indemnified Party" shall have the meaning contained in Section 5.7(a)(ii).

"Trupet IP Agreements" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts related to any Intellectual Property (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, to which Trupet is a party, beneficiary or otherwise bound.

"Trupet IP Registrations" means all Trupet Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"Trupet Managers" shall mean a majority of the Board of Managers of Trupet.

"Trupet Material Customers" shall have the meaning contained in Section 3.1(u)(i).

"Trupet Material Suppliers" shall have the meaning contained in Section 3.1(u)(ii).

"Trupet Member" or "Trupet Members" shall have the meaning contained in the Preamble.

"Trupet Member Representative" shall mean Lori Taylor.

"VWAP" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded) during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc. If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by BCC and the Trupet Representative. If BCC and the Trupet Representative are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 20. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

"WARN Act" shall have the meaning contained in Section 3.1(v)(2).

ARTICLE II

SHARE EXCHANGE

2.1 Exchange of Securities. Subject to the terms and conditions set forth in this Agreement, at the Closing:

(a) the Trupet Members will sell, convey, transfer and assign to BCC, free and clear of all Encumbrances or known claims of any kind, nature or description, 93.3% of the issued and outstanding Membership Interests of Trupet on a fully diluted basis (the "Trupet Exchange Consideration"), in the individual amounts as set forth opposite each respective Trupet Member's name on Schedule 2.1(a) hereto; and

(b) BCC will sell, convey, transfer and assign to the Trupet Members, free and clear of all Encumbrances or known claims of any kind, nature or description, the BCC Equity Consideration, in the individual percentages as set forth opposite each respective Trupet Member's name on Schedule 2.1(b); and

(c) In the event the Trupet Members receive shares of Series B Preferred Stock as the BCC Equity Consideration, such Series B Preferred Stock shall automatically convert into shares of BCC Common Stock on the date upon which BCC affects a reverse stock split or otherwise has sufficient authorized BCC Common Stock to issue to the Trupet Members the amounts of BCC Common Stock set forth on Schedule 2.1(b).

2.2 Closing.

(a) The closing of the transactions contemplated hereby (the "Closing") will take place on the first Business Day on or after which all of the conditions in Article VI have been satisfied, unless another time or date is agreed to by BCC and Trupet (the "Closing Date"). The Closing shall take place electronically or at such location as BCC and Trupet shall mutually agree.

(b) The Closing shall occur only if each condition set forth in Article VI hereof has either been satisfied or waived, in writing, by the Party for whose benefit such condition exists.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TRUPET AND THE TRUPET MEMBERS

3.1 Representations and Warranties of Trupet. Trupet represents and warrants to BCC that the statements contained in this Section 3.1 are true and correct as of the date hereof and will be true and correct as of the Closing Date, except as modified by the Disclosure Schedules of Trupet attached to this Agreement, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation made herein only to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules or to the extent that such qualification is reasonably apparent. Such representations and warranties are qualified by Knowledge where so specified and are qualified in all respects by what is known by BCC. Provided, however, what is in the Trupet Data Room shall not be construed to mean that it is known by BCC.

(a) Subsidiaries. Each of the Subsidiaries of Trupet as of the date of this Agreement and its place of organization is set forth onSchedule 3.1(a). All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of Trupet that is owned directly or indirectly by Trupet have been validly issued, were issued free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Encumbrances, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for Permitted Encumbrances or any Encumbrances: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the organizational or charter documents of any non-wholly-owned Subsidiary of Trupet. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, Trupet does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

(b) Organization and Qualification. Trupet and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither Trupet nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of Trupet and its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Action has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. Trupet has the requisite limited liability company power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by Trupet and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Trupet and each Trupet Member and no further action is required by Trupet, its managers or the Trupet Members in connection herewith or therewith, except for resignations of the Trupet Managers to be delivered at the Closing. This Agreement and each other Transaction Document to which Trupet is a party has been (or upon delivery will have been) duly executed by Trupet and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of Trupet enforceable against Trupet in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Law.

(d) No Conflicts. The execution, delivery and performance by Trupet of this Agreement and the other Transaction Documents to which it is a party, the exchange of the Securities and the consummation by Trupet of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of Trupet's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance upon any of the properties or assets of Trupet or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Trupet or Subsidiary debt or otherwise) or other understanding to which Trupet or any Subsidiary is a party or by which any property or asset of Trupet or any Subsidiary is bound or affected, or (iii) conflict with or result in a violation of any Law or other restriction of any court or Governmental Authority to which Trupet or a Subsidiary is subject (including federal and state securities Laws), or by which any property or asset of Trupet or a

Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Ownership of Trupet Membership Interests. The Membership Interests of Trupet set forth on Schedule 3.1(e) constitute all of the issued and outstanding equity interests in Trupet as of the date hereof, and such Membership Interests are owned of record by the applicable Trupet Members listed on Schedule 3.1(e). The Membership Interests listed on Schedule 3.1(e) constitute all of the interests in and to Trupet that are held by each Trupet Member. There exist no rights to purchase, subscriptions, warrants, options, conversion rights, preemptive rights or similar rights, and there are no outstanding equity, appreciation, phantom interest, profits participation or other benefit plans relating to the Membership Interests of Trupet. All issued and outstanding Membership Interests of Trupet are: (i) duly authorized, validly issued, fully paid and non-assessable; (ii) not subject to any preemptive rights created by statute, the Trupet organizational documents, or any agreement to which Trupet is a party; and (iii) free of any Encumbrances created by Trupet in respect thereof or by any third party. All issued and outstanding Membership Interests of Trupet were issued in compliance with applicable Law.

(f) Certain Fees. Except as disclosed on Schedule 3.1(f), no brokerage, finder's fees, commissions or due diligence fees are or will be payable by Trupet to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to this Agreement or the transactions contemplated hereby other than fees to counsel and auditors. BCC shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1(f) that may be due in connection with this Agreement or the transactions contemplated hereby.

(g) Litigation. Except as disclosed on Schedule 3.1(g), there are no Actions pending or, to the Knowledge of Trupet, threatened by or against Trupet involving more than, individually or in the aggregate, $25,000. There is no Action pending or, to the Knowledge of Trupet, threatened against or affecting Trupet before or by any Governmental Authority which: (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the issuance of the Trupet Exchange Consideration or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither Trupet nor any officer, director or manager thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities Laws or a claim of breach of fiduciary duty. There has not been, and to the Knowledge of Trupet there is not pending or contemplated, any investigation by the SEC or any other Governmental Authority involving Trupet or any current or former officer, director manager of Trupet.

(h) Bad Actors. No "covered person" of Trupet (as such term is defined in Rule 506(d) of Regulation D of the Securities Act) is subject to any disqualification under Rule 506(d) of Regulation D of the Securities Act.

(i) Compliance with Laws.

(i) To its Knowledge, Trupet and its Subsidiaries are in material compliance with all applicable Laws, rules, regulations, and policies administered or enforced by the United States Food & Drug Administration (the "FDA"), the U.S. Drug Enforcement

Administration, and any other Governmental Authority that regulates the development of Trupet's Products, including, without limitation, relating to anti-kickback sales and marketing practices, off-label promotion, government health care program price reporting, good clinical practices, good manufacturing practices, good laboratory practices, advertising and promotion, pre- and post-marketing adverse drug experience and adverse drug reaction reporting, and all other pre- and post-marketing reporting requirements, as applicable. Trupet and its Subsidiaries have not received notice of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from the FDA or any other applicable Governmental Authority alleging that any operation or activity of the Company or any Subsidiary is, or has been, in violation of any applicable Law.

(ii) Subject to Section 3.1(i)(i),Trupet has complied and is currently in compliance with all applicable federal, state, local, foreign or other Laws, except for any instance of non-compliance that has not had, and would not reasonably be expected to have, a Material Adverse Effect. Trupet has all permits, licenses and franchises from governmental agencies required to conduct its businesses as now being conducted, except for those the absence of which has not had, or could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Trupet.

(iii) Neither Trupet nor any of its officers, directors, managers, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and Trupet has conducted its business in compliance with the FCPA.

(iv) Neither Trupet nor any of its officers, directors, managers, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of other United States Laws, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to (A) any official or any government of the United States or any state or local instrumentality or (B) any corporation, limited liability company or other entity.

(j) Intellectual Property.

(i) Schedule 3.1(j)(i) lists all: (A) Trupet IP Registrations; and (B) Trupet Intellectual Property that is not registered but that is material to Trupet's business or operations. All required filings and fees related to Trupet IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Trupet IP Registrations are otherwise in good standing. To the Knowledge of Trupet, there are no facts or circumstances that would render any Trupet IP Registrations invalid or unenforceable. To the Knowledge of Trupet, there has been no misrepresentation or failure to disclose, any fact or circumstances in any application for any Trupet IP Registrations that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any Trupet IP Registrations.

(ii) Schedule 3.1(j)(ii) lists all Trupet IP Agreements that are material to Trupet's business as it presently is being conducted. Trupet has made available to BCC true and complete copies of all such Trupet IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Trupet IP Agreement is valid and binding on Trupet in accordance with its terms and is in full force and effect. Neither Trupet, nor, to its Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Trupet IP Agreement.

(iii) Except as disclosed on Schedule 3.1(j)(iii), Trupet is the sole and exclusive legal and beneficial, and with respect to Trupet's IP Registrations, record, owner of all right, title and interest in and to Trupet's Intellectual Property, or has the valid right to use all other Intellectual Property used in or necessary for the conduct of Trupet's current business or operations, in each case, free and clear of Encumbrances other than Permitted Encumbrances.

(iv) Since its inception, Trupet has entered into binding, written agreements with every current and former employee and with every current and former independent contractor, whereby such employees and independent contractors (A) assign to Trupet any ownership interest and right they may have in Trupet's Intellectual Property; and (B) acknowledge Trupet's exclusive ownership of Trupet's Intellectual Property. Trupet provided BCC with true and complete copies of all such agreements.

(v) Trupet Products. To its Knowledge,

(A) Schedule 3.1(j)(v)(A) identifies all Trupet's Intellectual Property and all Intellectual Property licensed to Trupet under a Trupet IP Agreement and that are: (1) used in the development, maintenance, use or support of such Trupet Product, (2) incorporated in or distributed or licensed with such Trupet Product in any manner for use in connection with such Trupet Product, or (3) used to deliver, host or otherwise provide services with respect to such Trupet Product, (except for non-customized, off-the-shelf software that is commercially available pursuant to shrink-wrap, click-through or other standard form agreements or with an annual license fee or replacement value of less than $10,000).

(B) Except as set forth on Schedule 3.1(j)(v)(B), all Trupet Products are fully transferable, alienable or licensable by Trupet without restriction and without payment of any kind to any third party. Trupet has not transferred ownership of, or granted any exclusive license of (or exclusive right to use), or authorized the retention of any exclusive rights to use or joint ownership of, any Trupet Product or any related software or other Intellectual Property to any other Person. Except as set forth on Schedule 3.1(j)(v)(B), Trupet is not subject to any Trupet IP Agreement (other than with respect to current customers pursuant to Trupet's standard form of customer agreement entered into in the ordinary course of business) that includes any unperformed obligations that require Trupet to develop any Product or other Intellectual Property, including any enhancements or customizations that are part of or used in connection with existing Trupet Products (collectively, "Customizations"), and Trupet owns and will continue to own all right, title and interest in and to all such Customizations developed by Trupet.

(C) Except as set forth on Schedule 3.1(j)(v)(C), since January 1, 2017, there have been no Actions by any Governmental Authority instituted or, to the Knowledge of Trupet or any of its Subsidiaries threatened, that seek the recall of any Trupet Product or the revocation or suspension of any regulatory license or approval necessary to manufacture, supply, wholesale, sell or offer for sale any Trupet Product.

(k) Benefit Plans. Except as set forth on Schedule 3.1(k), Trupet has not adopted any Employee Benefit Plans.

(i) Each such benefit plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such benefit plan and the terms of any applicable collective bargaining agreement and complies in form and in operation in all respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(ii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such benefit plan. The requirements of COBRA have been met with respect to each such benefit plan.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such benefit plan that is an employee pension benefit plan under ERISA §3(2) and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such benefit plan or accrued in accordance with the past custom and practice of Trupet. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such benefit plan that is an employee welfare benefit plan under ERISA §3(1).

(iv) Each such benefit plan that is intended to meet the requirements of a "qualified plan" under Code §401(a) has received a determination from the Internal Revenue Service that such benefit plan is so qualified, and nothing has occurred since the date of such determination that could adversely affect the qualified status of any such benefit plan. All such benefit plans have been timely amended for all such requirements and have been submitted to the Internal Revenue Service for a favorable determination letter within the latest applicable remedial amendment period.

(v) There have been no prohibited transactions with respect to any such benefit plan. To the Knowledge of Trupet, no fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such benefit plan. No Action with respect to the administration or the investment of the assets of any such benefit plan (other than routine claims for benefits) is pending or, to the Knowledge of Trupet, threatened.

(vi) To the Knowledge of Trupet (i) no Employee Benefit Plan is a nonqualified deferred compensation plan within the meaning of Section 409A(d)(1) of the Code

(each such Employee Benefit Plan, a "Deferred Compensation Plan"); (ii) each Deferred Compensation Plan satisfies the requirements to avoid the consequences set forth in Section 409A(a)(1) of the Code; and (iii) Trupet has not (a) granted to any person an interest in any Deferred Compensation Plan which interest has been or, upon the lapse of a substantial risk of forfeiture with respect to such interest, will be subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(4)(A) of the Code, or (b) granted to any person an interest in any Deferred Compensation Plan which interest has or will be subject to the Tax imposed by Section 409A(a)(1)(B) or (b)(4)(A) of the Code, or (c) modified the terms of any Deferred Compensation Plan in a manner that could cause an interest previously granted under such plan to become subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(4) of the Code.

(l) Tax Matters. Except as set forth on Schedule 3.1(l), to Trupet's Knowledge:

(i) Trupet and each of its Subsidiaries has timely filed all Tax Returns that it was required to file under applicable Laws and regulations (after giving effect to any filing extension properly granted by a Governmental Authority having the authority to do so). All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws and regulations. All Taxes due and owing by Trupet and each of its Subsidiaries have been paid, except for amounts that are being contested in good faith.

(ii) There are no Encumbrances for Taxes (other than Taxes not yet due and payable) on any of the assets of Trupet or its Subsidiaries.

(iii) Neither Trupet nor and any of its Subsidiaries has entered into any agreement with any Tax Authority to extend the period of limitations for any Taxes. No audit or other examination of the Company or any of its Subsidiaries is currently pending or has been threatened in writing, and no Tax deficiency has been asserted or threatened in writing against Trupet or any of its Subsidiaries.

(iv) Trupet is classified as a partnership for U.S. federal income tax purposes.

(m) Environmental, Health and Safety Matters.

(i) To its Knowledge, Trupet has been and is in compliance with all Environmental, Health and Safety Requirements pertaining to its business, properties and assets (the "EHSR"), other than such instances of non-compliance which, individually or in the aggregate, will not have a Material Adverse Effect.

(ii) To its Knowledge, without limiting the generality of the foregoing, Trupet has obtained and is in compliance with, all permits, licenses and other authorizations that are required pursuant to all EHSR for the occupation of its facilities and the operation of its business.

(iii) Trupet has not received any written or oral notice, report or other information regarding any actual or alleged violation of any EHSR, or any Liabilities, including

any investigatory, remedial or corrective obligations, relating to any of its facilities arising under any EHSR.

(n) Contracts. Schedule 3.1(n) lists the following Contracts and other agreements to which Trupet is a party:

(i) any agreement (or group of related agreements) for the lease of personal property to or from any Person providing for lease payments in excess of $25,000 per annum;

(ii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will: (A) extend over a period of more than one year; (B) result in a material loss to Trupet; or (C) involve consideration in excess of $25,000;

(iii) any agreement concerning a partnership or joint venture;

(iv) any material agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any Indebtedness for borrowed money, or any capitalized lease obligation, in excess of $25,000 or under which it has imposed a security interest on any of its assets, tangible or intangible;

(v) any agreement concerning confidentiality or noncompetition other than with clients and vendors in the ordinary course of business;

(vi) any profit sharing, unit option, unit purchase, unit appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former managers, directors, officers, or employees;

(vii) any collective bargaining agreement;

(viii) any agreement other than on an employment-at-will basis for the employment of any individual on a full-time, part-time, consulting, or other basis or providing severance benefits, if the amount payable after January 1, 2019 exceeds $50,000;

(ix) any agreement under which it has advanced or loaned any amount of money to any of its managers, directors, officers or employees outside the ordinary course of business;

(x) any agreement under which the consequences of a default or termination may have a Material Adverse Effect on Trupet; or

(xi) any other agreement (or group of related agreements) the performance of which involves consideration in excess of $25,000.

(xii) Trupet has delivered to BCC a correct and complete copy of each written Contract listed onSchedule 3.1(n). With respect to each such Contract: (i) the Contract is

legal, valid, binding, enforceable, and in full force and effect; (ii) Trupet has not received written notice from the counterparty that it is in breach or default; and (iii) no party has repudiated any provision of such agreement.

(o) Title to Assets; Real Property.

(i) Trupet has good and valid (and, in the case of owned real property, good and marketable fee simple) title to, or a valid leasehold interest in, all real property and personal property and other assets reflected in the Trupet Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

(ii) Schedule 3.1(o)(ii) lists: (A) the street address of each parcel of real property; (B) if such property is leased or subleased by Trupet, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (C) the current use of such property. With respect to leased real property, Trupet has delivered or made available to BCC true, complete and correct copies of any leases affecting the real property. Trupet is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased real property. The use and operation of the real property in the conduct of Trupet's business does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. There are no Actions pending nor, to the Knowledge of Trupet, threatened against or affecting the real property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

(iii) Condition and Sufficiency of Assets. The assets of Trupet reflected in the Balance Sheet or acquired after the date thereof (but excluding inventory sold since the date thereof in the ordinary course of business) are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost, except for obsolete assets that are not material to the business of Trupet. The assets of Trupet owned, leased or licensed by Trupet comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used in the conduct of the business of Trupet and are sufficient for the continued conduct of Trupet's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of Trupet as currently conducted.

(p) Guarantees. Trupet is not a guarantor or otherwise is liable for any liability or obligation (including Indebtedness) of any other Person.

(q) Insurance. With respect to each insurance policy of Trupet which is presently in effect: (i) the policy is legal, valid, binding, enforceable, and in full force and effect; (ii) to the Knowledge of Trupet, neither it nor any other party to the policy is in breach or default (including with respect to the payment of premiums or the giving of notices); and (iii) no party to the policy has repudiated any provision thereof.

(r) Financial Statements. Trupet has delivered to BCC unaudited balance sheets, statements of profit and loss and cash flow statements for the periods from January 1 through December 31, 2017 and 2018 (the "Trupet Financial Statements"). To its Knowledge, the Trupet Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved, subject to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes. The balance sheet of Trupet as of December 31, 2018 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date". To its Knowledge, Trupet maintains a standard system of accounting established and administered in accordance with GAAP. To its Knowledge, the Trupet Financial Statements have been prepared based on information derived from the books and records of Trupet and present fairly the financial condition, results of operations, changes in financial position of Trupet, and member' equity at the dates and for the periods indicated, do not contain any untrue statements or omit to state any material fact necessary to make the Trupet Financial Statements not misleading, and have been prepared in conformity with GAAP consistently applied.

(s) Absence of Certain Changes, Events and Conditions. Except as set forth on Schedule 3.1(s), since the Balance Sheet Date: (i) Trupet and each Trupet Subsidiary has conducted its business in all material respects in the ordinary course consistent with past practice, (ii) there has not been any Material Adverse Effect, and (iii) no actions have been taken by Trupet or any Trupet Subsidiary which, if such actions were taken after the date hereof and prior to Closing, would be in violation of Section 5.2.

(t) Undisclosed Liabilities. Except as set forth in the Trupet Financial Statements or Schedule 3.1(t), to its Knowledge, Trupet has no Liabilities (absolute, accrued, contingent or otherwise) other than (i) Liabilities included in the Most Recent Financial Statements, (ii) Liabilities of a nature not required to be disclosed on a balance sheet or in the notes to financial statements prepared in accordance with GAAP, (iii) normal or recurring Liabilities in the ordinary course of business consistent with past practice which, individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect on Trupet, and (iv) Liabilities under this Agreement.

(u) Customers and Suppliers.

(i) To its Knowledge, Schedule 3.1(u)(i) sets forth: (A) each customer who has paid aggregate consideration to Trupet for goods or services rendered in an amount greater than or equal to $10,000 for each of the two most recent fiscal years (collectively, the "Trupet Material Customers"); and (B) the amount of consideration paid by each Trupet Material Customer during such periods. Except as provided on Schedule 3.1(u)(i), Trupet has not received any notice, and to its Knowledge it has no reason to believe, that any Trupet Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with Trupet.

(ii) Schedule 3.1(u)(ii) sets forth (a) each supplier to whom Trupet has paid consideration for goods or services rendered in an amount greater than or equal to $10,000 for each of the two most recent fiscal years (collectively, the "Trupet Material Suppliers"); and (b) the amount of purchases from each Trupet Material Supplier during such periods. Trupet has not received any notice, and to its Knowledge has no reason to believe, that any Trupet Material

Suppliers has ceased, or intends to cease, to supply goods or services to Trupet or to otherwise terminate or materially reduce its relationship with Trupet.

(v) Employees.

(i) With respect to the business of Trupet, except as set forth on Schedule 3.1(v)(i):

(A) there is no collective bargaining agreement or relationship with any labor organization;

(B) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition;

(C) to the Knowledge of Trupet, no union organizing or decertification efforts are underway or threatened and no other question concerning representation exists;

(D) no labor strike, work stoppage, slowdown, or other material labor dispute has occurred, and none is underway or, to the Knowledge of Trupet, threatened;

(E) there is no workmen's compensation liability, experience or matter outside the Ordinary Course of Business;

(F) there is no employment-related charge, complaint, grievance, investigation, inquiry or obligation of any kind, pending or threatened in any forum, relating to an alleged violation or breach by Trupet (or its employees, officers or directors) of any law, regulation or contract; and

(G) there are no employment contracts or severance agreements with any employees of Trupet; and

(H) there are no written personnel policies, rules, or procedures applicable to employees of Trupet.

(ii) With respect to this transaction, any notice required under any Law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, as of the Closing Date, satisfied. Within the past five most recent fiscal years, Trupet not has not implemented any layoff of employees that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar foreign, state, or local law, regulation, or ordinance (collectively, the "WARN Act"), and no such action will be implemented without advance notification to BCC.

(iii) No employment agreement of Trupet contains any severance, change of control or similar type of provision which would trigger a payment by BCC following consummation of the transactions contemplated by this Agreement.

(w) Notes and Accounts Receivable. All notes and accounts receivable of Trupet are reflected properly on the books and records of Trupet, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with its terms at its recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Financial Statements (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Trupet.

(x) Books and Records. The books and records including capital account books of TruPet, all of which have been made available to BCC, are complete and correct in all material respects and have been maintained in electronic form in accordance with sound business practices. The books and records of TruPet contain accurate records of all meetings, and actions taken by written consent of, the TruPet Members, the TruPet Manager(s) and any committees of the TruPet Manager(s), and for at least the past five years no meeting, or action taken by written consent, of any such TruPet Members, TruPet Manager(s) or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of TruPet.

(y) Disclosure. No statement, representation or warranty by Trupet in this Agreement, including the Disclosure Schedules hereto, contains any untrue statement of material fact, or omits to state a material fact, necessary to make such statements, representations and warranties not misleading. There is no fact known to the Knowledge of Trupet which has specific application to Trupet or, so far as can reasonably be foreseen, may in the future have a Materially Adverse Effect on Trupet or any Subsidiary which has not been set forth in this Agreement or the Disclosure Schedules hereto.

(z) OFAC. None of Trupet, any Trupet Subsidiary or, to the Knowledge of Trupet, any director, officer, member, manager agent, employee, or Affiliate of Trupet or any of its Subsidiaries or any Person acting on behalf of Trupet or any Trupet Subsidiary is named on any list of persons, entities, and governments issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as in effect on the date hereof, or any similar list issued by OFAC or any other department or agency of the United States of America under the applicable economic sanctions and/or export control Laws (collectively, the "OFAC Lists"), or is owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in any OFAC Lists.

(aa) Survival. The foregoing representations and warranties shall survive the Closing Date through the General Expiration Date except as provided in Section 5.7(c)(ii).

(bb) Delivery of Disclosure Schedules and Updates to Trupet Disclosure Schedules. Each of BCC and Trupet shall deliver its Disclosure Schedules to the other Party (or Trupet Members, as the case may be) on or before February 16, 2019. At any time prior to the Closing, Trupet may, on behalf of itself and/or the Trupet Members, deliver to BCC updates to, or substitutions of, its Disclosure Schedules to reflect facts occurring after the Effective Date of this Agreement. Any update to, or substitution of, the Trupet Disclosure Schedules will modify the

corresponding Trupet Disclosure Schedule, qualify the representations and warranties in this Agreement corresponding to such Trupet Disclosure Schedule, and cure any inaccuracy in or breach of representation or warranty that otherwise would have existed had such matter not been disclosed. With respect to any such update or substitution, BCC shall have the rights set forth in Section 7.1(e).

3.2 Representations and Warranties of the Trupet Members. Each Trupet Member, singly and not jointly, represents and warrants to BCC that the statements contained in this Section 3.2 are true and correct as of the date hereof and will be true and correct as of the Closing Date, except as modified by the Disclosure Schedules attached to this Agreement.

(a) Authority. The Trupet Member has the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. If the Trupet Member is not a natural person, the execution and delivery of this Agreement by the Trupet Member and the consummation by it of the transactions contemplated hereby has been duly authorized by all necessary action on the part of the Trupet Member and no further action is required by it in connection herewith. This Agreement has been duly executed by the Trupet Member and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Trupet Member enforceable against the Trupet Member in accordance with its terms.

(b) No Conflicts. The execution, delivery and performance by the Trupet Member of this Agreement will not conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under any agreement to which the Trupet Member is a party, or result in the creation of any Encumbrance upon the Membership Interests of Trupet held by such Trupet Member.

(c) Filings, Consents and Approvals. The Trupet Member is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local, foreign or other Governmental Authority or other Person in connection with the execution, delivery and performance by the Trupet Member of this Agreement.

(d) Equity Interests. Except for Trupet Membership Interests owned by BCC, the outstanding Membership Interests of Trupet owned of record and beneficially by the Trupet Member are as listed on Schedule 2.1(a). All of the Trupet Member's Membership Interests in Trupet set opposite such Person's name on Schedule 2.1(a) are owned free and clear of all Encumbrances.

(e) Certain Fees. No brokerage, finder's fees, commissions or due diligence fees are or will be payable by the Trupet Member to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to this Agreement or the transactions contemplated hereby other than fees to counsel and auditors. BCC shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.2(e) that may be due in connection with this Agreement or the transactions contemplated hereby.

(f) Restricted Securities. The Trupet Member understands that: (i) the BCC Common Stock to be issued pursuant to this Agreement is being acquired by such Trupet Member for its own account and not with a view to or for distribution or reselling such BCC Common Stock or any part thereof in violation of the Securities Act or any applicable state securities Laws; (ii) the BCC Common Stock will not be registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, which depends, in part, upon the accuracy of Trupet and each Trupet Member's representations as expressed in this Agreement; and (iii) the BCC Common Stock to be issued in connection with this Agreement will be "restricted securities" under applicable U.S. federal securities Laws and may be disposed of only pursuant to an effective registration statement under the Securities Act or an exemption from registration under the Securities Act. The Trupet Member acknowledges that BCC has no obligation to register for resale the BCC Common Stock to be issued pursuant to this Agreement. Each Trupet Member shall execute and deliver to BCC a customary investment letter and accredited investor questionnaire as a condition of receiving BCC Common Stock.

(g) Member Status. At the time each Trupet Member was offered the BCC Common Stock, it was, and as of the date hereof it is, an "accredited investor" within the meaning of Rule 501 under the Securities Act. Such Trupet Member is not subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

(h) Disclosure. No statement, representation or warranty by the Trupet Member in this Agreement, including the Disclosure Schedules hereto, contains any untrue statement of material fact, or omits to state a material fact, necessary to make such statements, representations and warranties not misleading. There is no fact known to the Knowledge of the Trupet Member which has specific application to the Trupet Member or, so far as can reasonably be foreseen, may in the future have a Materially Adverse Effect on Trupet, the Trupet Member or any Subsidiary of Trupet which has not been set forth in this Agreement or the Disclosure Schedules hereto.

(i) Embargo Agreement. The Trupet Member has received and executed the embargo agreement attached hereto as Exhibit A prior to its receipt and execution of this Agreement.

(j) OFAC. None of the Trupet Member, any Subsidiary of the Trupet Member or, to the Knowledge of the Trupet Member, any director, officer, agent, employee, or Affiliate of the Trupet Member or any of its Subsidiaries or any Person acting on behalf of the Trupet Member or any Subsidiary of the Trupet Member is named on any OFAC Lists, or is owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in any OFAC Lists.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BCC

4.1 Representations and Warranties of BCC. BCC represents and warrants to Trupet that the statements contained in this Section 4.1 are true and correct as of the date hereof and will be true and correct as of the Closing Date, except as modified by the Disclosure Schedules of BCC attached to this Agreement, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation made herein only to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules or to the extent that such qualification is reasonably apparent:

(a) Subsidiaries. Each of the Subsidiaries of BCC as of the date of this Agreement and its place of organization is set forth onSchedule 4.1(a). All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of BCC that is owned directly or indirectly by BCC have been validly issued, were issued free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Encumbrances, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for Permitted Encumbrances or any Encumbrances: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the organizational or charter documents of any non-wholly-owned Subsidiary of BCC. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, BCC does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

(b) Organization and Qualification. BCC and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither BCC nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of BCC and its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Action has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. BCC has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by BCC and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of BCC and no further action is required by BCC, its officers, directors, or shareholders in connection herewith or therewith. This Agreement and each other Transaction Document to which BCC is a party has been (or upon delivery will have been) duly executed by BCC and, when delivered in accordance with the terms

hereof and thereof, will constitute the valid and binding obligation of BCC enforceable against BCC in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Law.

(d) No Conflicts. The execution, delivery and performance by BCC of this Agreement and the other Transaction Documents to which it is a party, the exchange of the Securities and the consummation by BCC of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of BCC's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance upon any of the properties or assets of BCC or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a BCC or Subsidiary debt or otherwise) or other understanding to which BCC or any Subsidiary is a party or by which any property or asset of BCC or any Subsidiary is bound or affected, or (iii) conflict with or result in a violation of any Law or other restriction of any court or Governmental Authority to which BCC or a Subsidiary is subject (including federal and state securities Laws), or by which any property or asset of BCC or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Capital Structure.

(i) The authorized capital stock of BCC consists of 580,000,000 shares of BCC Common Stock, $0.001 par value, 20,000,000 shares of preferred stock, $0.001 par value per share ("Preferred Stock"), of which 1,000 shares are designated as Series A preferred stock ("Series A Preferred Stock"), 1,000 shares are designated as Series B preferred stock ("Series B Preferred Stock") and 2,900,000 shares are designated as Series E preferred stock ("Series E Preferred Stock"). Schedule 4.1(e) sets forth, as of the Effective Date of this Agreement, (i) the number of shares of BCC Common Stock that were issued and outstanding, (ii) the number of shares of Series A Preferred Stock that were issued and outstanding, and (iii) the number of shares of Series E Preferred Stock that were issued and outstanding. All issued and outstanding shares of the capital stock of BCC are duly authorized, validly issued, fully paid and nonassessable, and no class of capital stock is entitled to preemptive rights. All shares of BCC Common Stock issued pursuant to the terms of this Agreement shall be duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights.

(ii) Except as set forth on Schedule 4.1(e) there are no securities, options, warrants, calls, rights, commitments, agreements, rights of first refusal, arrangements or undertakings of any kind to which BCC or any BCC Subsidiary is a party or by which any of them is bound, obligating BCC or any BCC Subsidiary to issue, deliver or sell or create, or cause to be issued, delivered or sold or created, additional shares of BCC Common Stock, shares of Preferred Stock or other equity securities or phantom stock or other contractual rights the value of which is determined in whole or in part by the value of any equity security of BCC or any of the BCC

Subsidiaries or obligating BCC or any BCC Subsidiary to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, right of first refusal, arrangement or undertaking. There are no outstanding contractual obligations of BCC or any BCC Subsidiary to repurchase, redeem or otherwise acquire any shares of BCC Common Stock, shares of Preferred Stock, or other equity securities of BCC or any BCC Subsidiary. Neither BCC nor any BCC Subsidiary is a party to or, to the Knowledge of BCC, bound by any agreements or understandings concerning the voting (including voting trusts and proxies) of any capital stock of BCC or any of the BCC Subsidiaries.

(f) Certain Fees. Except as set forth on Schedule 4.1(f), no brokerage, finder's fees, commissions or due diligence fees are or will be payable by BCC to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to this Agreement or the transactions contemplated hereby other than fees to counsel and auditors. Trupet shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 4.1(f) that may be due in connection with this Agreement or the transactions contemplated hereby.

(g) Litigation. Except as disclosed on Schedule 4.1(g), there are no Actions pending or, to the Knowledge of BCC, threatened by or against BCC involving more than, individually or in the aggregate, $25,000. There is no Action pending or, to the Knowledge of BCC, threatened against or affecting BCC before or by any Governmental Authority which: (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the issuance of the BCC Equity Consideration or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither BCC nor any officer or director thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities Laws or a claim of breach of fiduciary duty. There has not been, and, to the Knowledge of BCC, there is not pending or contemplated, any investigation by the SEC or any other Governmental Authority involving BCC or any current or former director or officer of BCC.

(h) Bad Actors. No "covered person" of BCC (as such term is defined in Rule 506(d) of Regulation D of the Securities Act) is subject to any disqualification under Rule 506(d) of Regulation D of the Securities Act.

(i) Compliance with Laws.

(i) BCC has complied and is currently in compliance with all applicable federal, state, local, foreign or other Laws having jurisdiction over or which affect its business and properties, except for any instance of non-compliance that has not had, and would not reasonably be expected to have, a Material Adverse Effect. BCC has all permits, licenses and franchises from governmental agencies required to conduct its businesses as now being conducted, except for those the absence of which has not had, or could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on BCC.

(ii) Neither BCC nor any of its officers, directors, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of the FCPA, including, without limitation, offered, paid, promised to pay or authorized the payment of

any money or offer, gift, promise to give, or authorized the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, and BCC has conducted its business in compliance with the FCPA.

(iii) Neither BCC nor any of its officers, directors, employees or agents has taken any action, directly or indirectly, that would result in a violation by such Persons of other United States Laws, including, without limitation, offered, paid, promised to pay or authorized the payment of any money or offer, gift, promise to give, or authorized the giving of anything of value to (A) any official or any government of the United States or any state or local instrumentality or (B) any corporation, limited liability company or other entity.

(j) Intellectual Property.

(i) Schedule 4.1(j)(i) lists all: (A) BCC IP Registrations; and (B) BCC Intellectual Property that is not registered but that is material to BCC's business or operations. To the Knowledge of BCC, there are no facts or circumstances that would render any BCC IP Registrations invalid or unenforceable. To the Knowledge of BCC, there has been no misrepresentation or failure to disclose, any fact or circumstances in any application for any BCC IP Registrations that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any BCC IP Registrations. BCC has not claimed a particular status, including "small entity status," in the application for any BCC IP Registrations, which claim of status was not at the time made, or which has since become, inaccurate or false or that will no longer be true and accurate as a result of the Closing.

(ii) Schedule 4.1(j)(ii) lists all BCC IP Agreements that are material to BCC's business as it presently is being conducted. BCC has made available to Trupet true and complete copies of all such BCC IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each BCC IP Agreement is valid and binding on BCC in accordance with its terms and is in full force and effect. Neither BCC, nor, to its Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any BCC IP Agreement.

(iii) Except as disclosed on Schedule 4.1(j)(iii), BCC is the sole and exclusive legal and beneficial, and with respect to BCC's IP Registrations, record, owner of all right, title and interest in and to BCC's Intellectual Property, or has the valid right to use all other Intellectual Property used in or necessary for the conduct of BCC's current business or operations, in each case, free and clear of Encumbrances other than Permitted Encumbrances.

(iv) Since its inception, BCC has entered into binding, written agreements with every current and former employee and with every current and former independent contractor, whereby such employees and independent contractors (A) assign to BCC any ownership interest and right they may have in BCC's Intellectual Property; and (B) acknowledge BCC's exclusive ownership of BCC's Intellectual Property. BCC provided Trupet with true and complete copies of all such agreements.

(v) BCC Intellectual Property.

(A) Schedule 4.1(j)(v)(A) identifies all BCC's Intellectual Property and all Intellectual Property licensed to BCC under a BCC IP Agreement and that are: (1) used in the development, maintenance, use or support of any BCC product, (2) incorporated in or distributed or licensed with such BCC product in any manner for use in connection with such BCC product, or (3) used to deliver, host or otherwise provide services with respect to such BCC product, (except for non-customized, off-the-shelf software that is commercially available pursuant to shrink-wrap, click-through or other standard form agreements or with an annual license fee or replacement value of less than $10,000).

(B) Except as set forth on Schedule 4.1(j)(v)(B), all BCC Intellectual Property is fully transferable, alienable or licensable by BCC without restriction and without payment of any kind to any third party. BCC has not transferred ownership of, or granted any exclusive license of (or exclusive right to use), or authorized the retention of any exclusive rights to use or joint ownership of, any BCC Intellectual Property or other Intellectual Property to any other Person. Except as set forth on Schedule 4.1(j)(v)(B), BCC is not subject to any BCC IP Agreement (other than with respect to current customers pursuant to BCC's standard form of customer agreement entered into in the ordinary course of business) that includes any unperformed obligations that require BCC to develop any product or other Intellectual Property, including any Customizations, and BCC owns and will continue to own all right, title and interest in and to all such Customizations developed by BCC.

(k) Benefit Plans. Except as set forth on Schedule 4.1(k), BCC has not adopted any Employee Benefit Plans.

(i) Each such benefit plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such benefit plan and the terms of any applicable collective bargaining agreement and complies in form and in operation in all respects with the applicable requirements of ERISA, the Code, and other applicable Laws.

(ii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such benefit plan. The requirements of COBRA have been met with respect to each such benefit plan.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such benefit plan that is an employee pension benefit plan under ERISA §3(2) and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such benefit plan or accrued in accordance with the past custom and practice of BCC. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such benefit plan that is an employee welfare benefit plan under ERISA §3(1).

(iv) Each such benefit plan that is intended to meet the requirements of a "qualified plan" under Code §401(a) has received a determination from the Internal Revenue Service that such benefit plan is so qualified, and nothing has occurred since the date of such determination that could adversely affect the qualified status of any such benefit plan. All such benefit plans have been timely amended for all such requirements and have been submitted to the Internal Revenue Service for a favorable determination letter within the latest applicable remedial amendment period.

(v) There have been no prohibited transactions with respect to any such benefit plan. To the Knowledge of BCC, no fiduciary has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such benefit plan. No Action with respect to the administration or the investment of the assets of any such benefit plan (other than routine claims for benefits) is pending or, to the Knowledge of BCC, threatened.

(vi) To the Knowledge of BCC (i) no Employee Benefit Plan is a Deferred Compensation Plan; (ii) each Deferred Compensation Plan satisfies the requirements to avoid the consequences set forth in Section 409A(a)(1) of the Code; and (iii) BCC has not (a) granted to any person an interest in any Deferred Compensation Plan which interest has been or, upon the lapse of a substantial risk of forfeiture with respect to such interest, will be subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(4)(A) of the Code, or (b) granted to any person an interest in any Deferred Compensation Plan which interest has or will be subject to the Tax imposed by Section 409A(a)(1)(B) or (b)(4)(A) of the Code, or (c) modified the terms of any Deferred Compensation Plan in a manner that could cause an interest previously granted under such plan to become subject to the additional tax (including interest) imposed by Section 409A(a)(1)(B) or (b)(4) of the Code.

(l) Tax Matters. Except as set forth on Schedule 4.1(l), to BCC's Knowledge:

(i) BCC and each of its Subsidiaries has timely filed all Tax Returns that it was required to file under applicable Laws and regulations (after giving effect to any filing extension properly granted by a Governmental Authority having the authority to do so). All such Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws and regulations. All Taxes due and owing by BCC and each of its Subsidiaries have been paid, except for amounts that are being contested in good faith.

(ii) There are no Encumbrances for Taxes (other than Taxes not yet due and payable) on any of the assets of BCC or its Subsidiaries.

(iii) Neither BCC nor and any of its Subsidiaries has entered into any agreement with any Tax Authority to extend the period of limitations for any Taxes. No audit or other examination of the Company or any of its Subsidiaries is currently pending or has been threatened in writing, and no Tax deficiency has been asserted or threatened in writing against BCC or any of its Subsidiaries.

(m) Environmental, Health and Safety Matters.

(i) BCC has been and is in compliance with all EHSR, other than such instances of non-compliance which, individually or in the aggregate, will not have a Material Adverse Effect.

(ii) Without limiting the generality of the foregoing, BCC has obtained and is in compliance with, all permits, licenses and other authorizations that are required pursuant to all EHSR for the occupation of its facilities and the operation of its business.

(iii) BCC has not received any written or oral notice, report or other information regarding any actual or alleged violation of any EHSR, or any Liabilities, including any investigatory, remedial or corrective obligations, relating to any of its facilities arising under any EHSR.

(n) Contracts. Schedule 3.1(n) lists the following Contracts and other agreements to which BCC is a party:

(i) any agreement (or group of related agreements) for the lease of personal property to or from any Person providing for lease payments in excess of $25,000 per annum;

(ii) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will: (A) extend over a period of more than one year; (B) result in a material loss to BCC; or (C) involve consideration in excess of $25,000;

(iii) any agreement concerning a partnership or joint venture;

(iv) any material agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any Indebtedness for borrowed money, or any capitalized lease obligation, in excess of $25,000 or under which it has imposed a security interest on any of its assets, tangible or intangible;

(v) any agreement concerning confidentiality or noncompetition other than with clients and vendors in the ordinary course of business;

(vi) any profit sharing, unit option, unit purchase, unit appreciation, deferred compensation, severance, or other material plan or arrangement for the benefit of its current or former directors, officers, or employees;

(vii) any collective bargaining agreement;

(viii) any agreement other than on an employment-at-will basis for the employment of any individual on a full-time, part-time, consulting, or other basis or providing severance benefits, if the amount payable after January 1, 2019 exceeds $50,000;

(ix) any agreement under which it has advanced or loaned any amount of money to any of its directors, officers or employees outside the ordinary course of business;

(x) any agreement under which the consequences of a default or termination may have a Material Adverse Effect on BCC; or

(xi) any other agreement (or group of related agreements) the performance of which involves consideration in excess of $25,000.

BCC has delivered to Trupet a correct and complete copy of each written Contract listed onSchedule 4.1(n). With respect to each such Contract: (i) the Contract is legal, valid, binding, enforceable, and in full force and effect; (ii) BCC has not received written notice from the counterparty that it is in breach or default; and (iii) no party has repudiated any provision of such agreement.

(o) Title to Assets; Real Property.

(i) BCC has good and valid (and, in the case of owned real property, good and marketable fee simple) title to, or a valid leasehold interest in, all real property and personal property and other assets reflected in most recent audited BCC Financial Statements, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the filing of the most recent audited BCC Financial Statements. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

(ii) Schedule 4.1(o)(ii) lists: (A) the street address of each parcel of real property; (B) if such property is leased or subleased by BCC, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (C) the current use of such property. With respect to leased real property, BCC has delivered or made available to Trupet true, complete and correct copies of any leases affecting the real property. BCC is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased real property. The use and operation of the real property in the conduct of BCC's business does not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. There are no Actions pending nor, to the Knowledge of BCC, threatened against or affecting the real property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

(iii) Condition and Sufficiency of Assets. The assets of BCC reflected in the most recent BCC Financial Statements or acquired after the date thereof (but excluding inventory sold since the date thereof in the ordinary course of business) are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost, except for obsolete assets that are not material to the business of BCC. The assets of BCC owned, leased or licensed by BCC comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used in the conduct of the business of BCC and are sufficient for the continued conduct of BCC's business

after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of BCC as currently conducted.

(p) Guarantees. BCC is not a guarantor or otherwise is liable for any liability or obligation (including Indebtedness) of any other Person.

(q) Insurance. With respect to each insurance policy of BCC which is presently in effect: (i) the policy is legal, valid, binding, enforceable, and in full force and effect; (ii) to the Knowledge of BCC, neither it nor any other party to the policy is in breach or default (including with respect to the payment of premiums or the giving of notices); and (iii) no party to the policy has repudiated any provision thereof.

(r) SEC Documents; Financial Statements.

(i) Since November 29, 2017, BCC has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act as if BCC has been required to file reports under Section 13(a) or 15(d) of the Exchange Act (all of the foregoing filed prior to the date this representation is made including all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein are referred to as the "SEC Documents"). BCC has made available to the Trupet Members or their respective representatives, or filed and made publicly available on EDGAR, true and complete copies of the SEC Documents. Except as set forth on Schedule 4.1(r), each of the SEC Documents was filed with the SEC within the time frames prescribed by the SEC for the filing of such SEC Documents (including any extensions of such time frames permitted by Rule 12b-25 under the Exchange Act pursuant to timely filed Forms 12b-25) such that each filing was timely filed (or deemed timely filed pursuant to Rule 12b-25 under the Exchange Act) with the SEC. Except as set forth in Schedule 4.1(r), as of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents. Except as set forth in Schedule 4.1(r), none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Since the filing of the SEC Documents, except as set forth on Schedule 4.1(r), no event has occurred that would require an amendment or supplement to any of the SEC Documents and as to which such an amendment has not been filed and made publicly available on the SEC's EDGAR system no less than five days prior to the date this representation is made. Except as set forth on Schedule 4.1(r), BCC has not received any written comments from the SEC staff that have not been resolved to the satisfaction of the SEC staff.

(ii) As of their respective dates, the consolidated financial statements of BCC (the "BCC Financial Statements") and its Subsidiaries included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with GAAP, consistently applied, during the periods involved (except: (i) as may be otherwise indicated in such financial statements or the notes thereto; or (ii) in

the case of unaudited interim statements, to the extent they may be subject to normal year-end adjustments, may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of BCC as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). The accounting firm that expressed its opinion with respect to the consolidated financial statements included in BCC's most recently filed annual report on Form 10-K, and reviewed the consolidated financial statements included in BCC's most recently filed quarterly report on Form 10-Q, was independent of BCC pursuant to the standards set forth in Rule 2-01 of Regulation S-X promulgated by the SEC and as required by the applicable rules and guidance from the PCAOB, and such firm was (or is, as applicable) otherwise qualified to render such opinion under applicable Law and the rules and regulations of the SEC and the PCAOB. There is no transaction, arrangement or other relationship between BCC and an unconsolidated or other off-balance-sheet entity that is required to be disclosed by BCC in its reports pursuant to the Exchange Act that has not been so disclosed in the SEC Documents prior to the date of this Agreement.

(s) Absence of Certain Changes, Events and Conditions. Except as set forth on Schedule 4.1(s), since the filing of the most recent audited BCC Financial Statements: (i) BCC and each BCC Subsidiary has conducted its business in all material respects in the ordinary course consistent with past practice, (ii) there has not been any Material Adverse Effect, and (iii) no actions have been taken by BBC which, if such actions were taken after the date hereof and prior to Closing, would be in violation of Section 5.1.

(t) Undisclosed Liabilities. Except as set forth in the BCC Financial Statements or Schedule 3.1(t), BCC has no Liabilities (absolute, accrued, contingent or otherwise) other than (i) Liabilities included in the most recently filed audited BCC Financial Statements, (ii) Liabilities of a nature not required to be disclosed on a balance sheet or in the notes to financial statements prepared in accordance with GAAP, (iii) normal or recurring Liabilities in the ordinary course of business consistent with past practice which, individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect on BCC, and (iv) Liabilities under this Agreement.

(u) Customers and Suppliers.

(i) Schedule 3.1(u)(i) sets forth: (A) each customer who has paid aggregate consideration to BCC for goods or services rendered in an amount greater than or equal to $10,000 for each of the two most recent fiscal years (collectively, the "BCC Material Customers"); and (B) the amount of consideration paid by each BCC Material Customer during such periods. Except as provided on Schedule 3.1(u)(i), BCC has not received any notice, and to its Knowledge it has no reason to believe, that any BCC Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with BCC.

(ii) Schedule 3.1(u)(ii) sets forth (a) each supplier to whom BCC has paid consideration for goods or services rendered in an amount greater than or equal to $10,000 for each of the two most recent fiscal years (collectively, the "BCC Material Suppliers"); and (b) the amount of purchases from each BCC Material Supplier during such periods. BCC has not

received any notice, and to its Knowledge has no reason to believe, that any BCC Material Suppliers has ceased, or intends to cease, to supply goods or services to BCC or to otherwise terminate or materially reduce its relationship with BCC.

(v) Employees.

(i) With respect to the business of BCC, except as set forth onSchedule 4.1(v)(i):

(A) there is no collective bargaining agreement or relationship with any labor organization;

(B) no labor organization or group of employees has filed any representation petition or made any written or oral demand for recognition;

(C) to the Knowledge of BCC, no union organizing or decertification efforts are underway or threatened and no other question concerning representation exists;

(D) no labor strike, work stoppage, slowdown, or other material labor dispute has occurred, and none is underway or, to the Knowledge of BCC, threatened;

(E) there is no workmen's compensation liability, experience or matter outside the Ordinary Course of Business;

(F) there is no employment-related charge, complaint, grievance, investigation, inquiry or obligation of any kind, pending or threatened in any forum, relating to an alleged violation or breach by BCC (or its employees, officers or directors) of any law, regulation or contract;

(G) there are no employment contracts or severance agreements with any employees of BCC; and

(H) there are no written personnel policies, rules, or procedures applicable to employees of BCC.

(ii) With respect to this transaction, any notice required under any Law or collective bargaining agreement has been given, and all bargaining obligations with any employee representative have been, as of the Closing Date, satisfied. Within the past five most recent fiscal years, BCC not has not implemented any layoff of employees that could implicate the WARN Act, and no such action will be implemented without advance notification to Trupet.

(iii) No employment agreement of BCC contains any severance, change of control or similar type of provision which would trigger a payment by Trupet following consummation of the transactions contemplated by this Agreement.

(w) Notes and Accounts Receivable. All notes and accounts receivable of BCC are reflected properly on the books and records of BCC, are valid receivables subject to no setoffs

or counterclaims, are current and collectible, and will be collected in accordance with its terms at its recorded amounts, subject only to the reserve for bad debts set forth on the face of the most recently filed audited BCC Financial Statements (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of BCC.

(x) Books and Records. The minute books and shareholder books of Trupet, all of which have been made available to Trupet, are complete and correct in all material respects and have been maintained in electronic form in accordance with sound business practices. The minute books of BCC contain accurate records of all meetings, and actions taken by written consent of, the BCC Board, the BCC and any committees of the BCC Board, and for the fiscal years beginning with September 1, 2017, no meeting, or action taken by written consent, of any such BCC Board, BCC shareholders or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of BCC.

(y) Disclosure. No statement, representation or warranty by BCC in this Agreement, including the Disclosure Schedules hereto, contains any untrue statement of material fact, or omits to state a material fact, necessary to make such statements, representations and warranties not misleading. There is no fact known to the Knowledge of BCC which has specific application to BCC or, so far as can reasonably be foreseen, may in the future have a Materially Adverse Effect on BCC or any Subsidiary which has not been set forth in this Agreement or the Disclosure Schedules hereto.

(z) OFAC. None of BCC, any Subsidiary of BCC or, to the Knowledge of BCC, any director, officer, agent, employee, or Affiliate of BCC or any of its Subsidiaries or any Person acting on behalf of BCC or any Subsidiary of BCC is named on any OFAC Lists, or is owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in any OFAC Lists.

(aa) Survival. The foregoing representations and warranties shall survive the Closing Date through the General Expiration Date except as provided in Section 5.7(c)(ii).

(bb) Updates to BCC Disclosure Schedules. At any time prior to the Closing, BCC may deliver to Trupet updates to, or substitutions of, its Disclosure Schedules to reflect facts occurring after the Effective Date of this Agreement. Any update to, or substitution of, the BCC Disclosure Schedules will modify the corresponding BCC Disclosure Schedule, qualify the representations and warranties in this Agreement corresponding to such BCC Disclosure Schedule, and cure any inaccuracy in or breach of representation or warranty that otherwise would have existed had such matter not been disclosed. With respect to any such update or substitution, Trupet shall have the rights set forth in Section 7.1(f).

ARTICLE V

COVENANTS

5.1 Covenants of BCC.

(a) Affirmative Pre-Closing Covenants. BCC covenants and agrees that, between the Effective Date of this Agreement and the earlier to occur of (i) the termination of this Agreement in accordance with Section 7.1, and (ii) the Closing (the "Interim Period"), except to the extent required by Law, as may be consented to by Trupet in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly required or permitted pursuant to this Agreement or as set forth on Schedule 5.1(a), BCC shall, and shall cause each of the BCC Subsidiaries to:

(i) preserve and maintain its existence, rights, franchises, licenses and privileges in the jurisdiction of its formation and qualify or remain qualified to do business in each jurisdiction where it is required to so qualify;

(ii) conduct its business in the ordinary course of business consistent with past practice;

(iii) maintain its books and records in the ordinary course of business;

(iv) pay its debts, Taxes and other obligations when due;

(v) file with the SEC in a timely manner all reports and other documents required to be filed by BCC under the Exchange Act;

(vi) take all actions necessary to satisfy the closing conditions in Section 6.4;

(vii) repay the Comerica Loan, or refinance or otherwise renegotiate the terms of the Comerica Loan in a manner approved by Trupet; and

(viii) use commercially reasonable efforts to include an additional number of shares of BCC Common Stock with an aggregate fair market value of $10,000,000 in the Financing for the parties set forth on Schedule 5.1(a)(viii) (the "Secondary Shares"), subject in all events to the consent of any applicable underwriter or placement agent, and provided that if BCC's managing underwriter or placement agent shall advise BCC that the inclusion in any registration statement or private placement of some or all of the Secondary Shares creates a substantial risk that the proceeds or price per unit that will be derived from such offering will be reduced or that the number of securities to be offered is too large a number to be reasonably sold, (i) first, the number of shares of BCC Common Stock issued pursuant to the Financing shall be included in such offering, and (ii) next, the number of Secondary Shares shall be included in such offering to the extent permitted by the Company's managing underwriter or placement agent, with the number of Secondary Shares of each Trupet Member being offered determined on a pro-rata basis in accordance with such Trupet Member's Percentage as set forth on Schedule 5.1(a)(viii).

(b) Affirmative Post-Closing Covenants. BCC covenants and agrees that after the Closing BCC shall use commercially reasonable efforts to cause the BCC Common Stock (including the Secondary Shares) to be listed on the Nasdaq Capital Market.

(c) Negative Covenants. Without limiting the foregoing, BCC covenants and agrees that, during the Interim Period, except to the extent required by Law, as may be consented to by the Company in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly contemplated, required or permitted pursuant to this Agreement or as set forth on Schedule 5.1(c), BCC shall not, and shall not cause or permit any BCC Subsidiary to, do any of the following:

(i) amend or propose to amend the organizational or governing documents of BCC or any BCC Subsidiary if such amendment would impede completion of the transactions contemplated hereby or would otherwise be materially adverse to BCC or Trupet;

(ii) split, combine, reclassify or subdivide any shares of stock or other equity securities or ownership interests of BCC or any BCC Subsidiary (other than any wholly owned BCC Subsidiary);

(iii) declare, set aside or pay any dividend on or make any other distributions (whether in cash, stock, property or otherwise) with respect to shares of capital stock of BCC or any BCC Subsidiary or other equity securities or ownership interests in BCC or any BCC Subsidiary;

(iv) redeem, repurchase or otherwise acquire, directly or indirectly, any shares of its capital stock or other equity interests of BCC or any BCC Subsidiary;

(v) issue, sell, pledge, dispose, encumber or grant, confer, award or modify any shares of BCC's or any of the BCC Subsidiaries' capital stock, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of BCC's or any of the BCC Subsidiaries' capital stock or other equity interests;

(vi) acquire or agree to acquire (including by merger, consolidation or acquisition of stock or assets) any real property, corporation, partnership, limited liability company, other business organization or any division or material amount of assets thereof;

(vii) sell, mortgage, pledge, transfer, dispose of or encumber, or effect a deed in lieu of foreclosure with respect to, any real property or any non-real property assets (including by merger, consolidation or acquisition of shares, membership interests or assets), except in the ordinary course of business consistent with past practice;

(viii) incur, create, assume, refinance, replace or prepay any Indebtedness for borrowed money or issue or amend the terms of any debt securities of BCC or any of the BCC Subsidiaries, or assume, guarantee or endorse, or otherwise become responsible for the Indebtedness of any other Person;

(ix) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, trustees, Affiliates, agents or consultants), or

make any change in any such arrangements, other than travel advances or other loans that do not violate the Sarbanes-Oxley Act of 2002 and any applicable rules and regulations thereunder;

(x) enter into, renew, modify, amend or terminate, or waive, release, compromise or assign any rights or claims under, any BCC Material Contract (or any Contract that, if existing as of the date hereof, would be a BCC Material Contract)

(xi) waive, release, assign, settle or compromise any Action;

(xii) (A) except in the ordinary course of business consistent with past practice, hire any employee of BCC or any BCC Subsidiary or promote or appoint any Person to a position of officer of BCC or any BCC Subsidiary, (B) increase the amount, rate or terms of compensation or benefits of any service provider or consultant, except (i) pursuant to the terms of an existing Contract existing prior to the date hereof, (ii) in the ordinary course of business consistent with past practice, (C) enter into, adopt, amend or terminate any Employee Benefit Plan, (D) accelerate the vesting, funding or payment of any compensation, benefit or award under any Employee Benefit Plan, other than in accordance with the existing terms of any Employee Benefit Plan, or (E) grant any awards under the any bonus, incentive, performance or other compensation plan or arrangement (whether cash or equity-based);

(xiii) fail to maintain all financial books and records in all material respects in accordance with GAAP (or any interpretation thereof) and consistent with past practices or make any material change to its methods of accounting in effect at August 31, 2018, except as required by a change in GAAP (or any interpretation thereof) or in applicable Law, or make any change, other than in the ordinary course of business consistent with past practice, with respect to accounting policies, principles or practices unless required by GAAP or the SEC;

(xiv) fail to duly and timely file all material reports and other material documents required to be filed with any Governmental Authority, subject to extensions permitted by Law or applicable rules and regulations;

(xv) (A) make, change or rescind any election relating to Taxes, (B) change a method of Tax accounting or change any Tax accounting period, (C) file any amendment to a Tax Return, (D) settle or compromise any Tax liability, audit, claim or assessment, (E) enter into any closing agreement related to Taxes or obtain any Tax ruling, (F) surrender any right to claim any Tax refund, (G) prepare or file any Tax Return (other than an amendment to a Tax Return) in a manner inconsistent with past practice, or (H) take any action similar to the foregoing that could have the effect of increasing the Tax liability or reducing any Tax asset of BCC;

(xvi) adopt a plan of merger, complete or partial liquidation or resolutions providing for or authorizing such merger, liquidation or a dissolution, consolidation, recapitalization or bankruptcy reorganization;

(xvii) form any new funds or joint ventures;

(xviii) engage any financial advisor in connection with the transactions contemplated hereby unless the directors of BCC have concluded in good faith (after consultation

with outside legal counsel) that failure to engage another financial advisor would be inconsistent with their duties under applicable Law;

(xix) take any action that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby; or

(xx) authorize, or enter into any Contract, agreement or binding commitment or arrangement to do any of the foregoing.

5.2 Covenants of Trupet and the Trupet Members.

(a) Affirmative Covenants. Trupet and each Trupet Member (severally but not jointly) covenants and agrees that, during the Interim Period, except to the extent required by Law, as may be consented to by BCC in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly required or permitted pursuant to this Agreement or as set forth on Schedule 5.2(a), Trupet and each Trupet Member shall, and Trupet shall cause each of the Trupet Subsidiaries to:

(i) preserve and maintain its existence, rights, franchises, licenses and privileges in the jurisdiction of its formation and qualify or remain qualified to do business in each jurisdiction where it is required to so qualify;

(ii) conduct its business in the ordinary course of business consistent with past practice;

(iii) maintain its books and records in the ordinary course of business;

(iv) pay its debts, Taxes and other obligations when due; and

(v) take all actions necessary to satisfy the closing conditions in Section 6.3.

(b) Negative Covenants. Without limiting the foregoing, Trupet and each Trupet Member (severally but not jointly) covenants and agrees that, during the Interim Period, except to the extent required by Law, as may be consented to by BCC in writing (which consent shall not be unreasonably withheld, delayed or conditioned), as may be expressly contemplated, required or permitted pursuant to this Agreement or as set forth on Schedule 5.2(b), Trupet and each Trupet Member shall not, and shall not cause or permit any Trupet Subsidiary to, do any of the following:

(i) amend or propose to amend the organizational or governing documents of Trupet or any Trupet Subsidiary if such amendment would impede completion of the transactions contemplated hereby or would otherwise be materially adverse to BCC or Trupet;

(ii) split, combine, reclassify or subdivide any Membership Interests, or other equity securities or ownership interests of Trupet or any Trupet Subsidiary (other than any wholly owned Trupet Subsidiary);

(iii) declare, set aside or pay any dividend on or make any other distributions (whether in cash, stock, Membership Interests, property or otherwise) with respect to the Membership Interests of Trupet or any Trupet Subsidiary or other equity securities or ownership interests in Trupet or any Trupet Subsidiary;

(iv) redeem, repurchase or otherwise acquire, directly or indirectly, any Membership Interests or other equity interests of Trupet or any Trupet Subsidiary;

(v) issue, sell, pledge, dispose, encumber or grant, confer, award or modify any Membership Interests or other equity interests of Trupet or any Trupet Subsidiary, or any options, warrants, convertible securities or other rights of any kind to acquire any Membership Interests or other equity interests of Trupet or any Trupet Subsidiary;

(vi) acquire or agree to acquire (including by merger, consolidation or acquisition of stock or assets) any real property, corporation, partnership, limited liability company, other business organization or any division or material amount of assets thereof;

(vii) sell, mortgage, pledge, transfer, dispose of or encumber, or effect a deed in lieu of foreclosure with respect to, any real property or any non-real property assets (including by merger, consolidation or acquisition of shares, membership interests or assets), except in the ordinary course of business consistent with past practice;

(viii) incur, create, assume, refinance, replace or prepay any Indebtedness for borrowed money or issue or amend the terms of any debt securities of Trupet or any of the Trupet Subsidiaries, or assume, guarantee or endorse, or otherwise become responsible for the Indebtedness of any other Person;

(ix) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, trustees, Affiliates, agents or consultants), or make any change in any such arrangements, other than travel advances;

(x) enter into, renew, modify, amend or terminate, or waive, release, compromise or assign any rights or claims under, any Trupet Material Contract (or any Contract that, if existing as of the date hereof, would be a Trupet Material Contract)

(xi) waive, release, assign, settle or compromise any Action;

(xii) (A) except in the ordinary course of business consistent with past practice, hire any employee of Trupet or any Trupet Subsidiary or promote or appoint any Person to a position of officer of Trupet or any Trupet Subsidiary, (B) increase the amount, rate or terms of compensation or benefits of any service provider or consultant, except (i) pursuant to the terms of an existing Contract existing prior to the date hereof, (ii) in the ordinary course of business consistent with past practice, (C) enter into, adopt, amend or terminate any Employee Benefit Plan, (D) accelerate the vesting, funding or payment of any compensation, benefit or award under any Employee Benefit Plan, other than in accordance with the existing terms of any Employee Benefit Plan, or (E) grant any awards under the any bonus, incentive, performance or other compensation plan or arrangement (whether cash or equity-based);

(xiii) fail to maintain all financial books and records in all material respects in accordance with GAAP (or any interpretation thereof) and consistent with past practices or make any material change to its methods of accounting in effect on December 31, 2018 except as required by a change in GAAP (or any interpretation thereof) or in applicable Law, or make any change, other than in the ordinary course of business consistent with past practice, with respect to accounting policies, principles or practices unless required by GAAP;

(xiv) fail to duly and timely file all material reports and other material documents required to be filed with any Governmental Authority, subject to extensions permitted by Law or applicable rules and regulations;

(xv) (A) make, change or rescind any election relating to Taxes, (B) change a method of Tax accounting or change any Tax accounting period, (C) file any amendment to a Tax Return, (D) settle or compromise any Tax liability, audit, claim or assessment, (E) enter into any closing agreement related to Taxes or obtain any Tax ruling, (F) surrender any right to claim any Tax refund, (G) prepare or file any Tax Return (other than an amendment to a Tax Return) in a manner inconsistent with past practice, or (H) take any action similar to the foregoing that could have the effect of increasing the Tax liability or reducing any Tax asset of Trupet;

(xvi) adopt a plan of merger, complete or partial liquidation or resolutions providing for or authorizing such merger, liquidation or a dissolution, consolidation, recapitalization or bankruptcy reorganization;

(xvii) form any new funds or joint ventures;

(xviii) engage any financial advisor in connection with the transactions contemplated hereby unless the managers of Trupet have concluded in good faith (after consultation with outside legal counsel) that failure to engage another financial advisor would be inconsistent with their duties under applicable Law;

(xix) take any action that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby; or

(xx) authorize, or enter into any Contract, agreement or binding commitment or arrangement to do any of the foregoing.

5.3 Cooperation with Respect to Actions. In the event of an Action by any Person, including any Governmental Authority, seeking to restrain, prevent, prohibit, materially delay or restructure the transactions contemplated hereby, the Parties shall cooperate and exercise commercially reasonable efforts to seek a resolution of such Action so as to eliminate any impediment to Closing.

5.4 Lender Approval. Trupet acknowledges that, from the Effective Date of this Agreement, it shall use its commercially reasonable efforts to obtain the consent of each Lender to the transactions contemplated hereby or the refinancing or repayment of the Existing Trupet Indebtedness. BCC shall use its commercially reasonable efforts to assist and cooperate with Trupet in connection with the efforts of Trupet to obtain the consent of each Lender to the

transactions contemplated hereby or the refinancing or repayment of the Existing Trupet Indebtedness.

5.5 Press Releases and Public Announcements. The Parties agree that they shall not issue any press release, public statement or any other public disclosure concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party. Notwithstanding the foregoing, BCC may, without obtaining the consent of Trupet or any Trupet Member, issue a press release, public statement or other public disclosure concerning this Agreement and the transactions contemplated hereby as may be required by applicable Law; provided, that, prior to making such announcement, BCC shall have delivered a draft of such press release, public statement or disclosure to the Trupet and shall have given Trupet reasonable opportunity to comment thereon.

5.6 Governance. Prior to the Closing, BCC shall have taken all corporate action necessary so that, effective immediately following the Closing or such later date as BCC shall have complied with Rule 14f-1 under the Exchange Act, (i) the number of directors that will comprise the full BCC Board shall be seven, and (ii) the Persons set forth on Schedule 5.6 shall be the directors of BCC, each of whom shall serve until their respective successors are duly elected or appointed and qualified.

5.7 Indemnification.

(a) Indemnification for Breach of Agreement.

(i) Indemnification by Trupet Members. Subject to Section 5.7(c), in the event that Trupet or a Trupet Member breaches any of its representations, warranties, and covenants contained in the Agreement, and, provided that BCC or the BCC Representative makes a written claim for indemnification against Trupet or a Trupet Member prior to the applicable expiration date in Section 5.7(c)(ii) (pursuant to this Section 5.7(a)(i) in the case of a direct claim by BCC against Trupet or a Trupet Member or, pursuant to Section 5.7(b) below in the case of a third party claim), then the Trupet Members agree as a condition of receiving delivery of the BCC Equity Consideration to severally, and not jointly, indemnify BCC or any Affiliate (a "BCC Indemnified Party") from and against the entirety of any Damages BCC or any Affiliate may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, or caused by such breach by Trupet or a Trupet Member. Notwithstanding anything in this Agreement to the contrary, no Trupet Member shall be liable for Damage for the breach by any other Trupet Member of such other Trupet Member's representations and warranties in Section 3.2.

(ii) Indemnification by BCC. Subject to Section 5.7(c), in the event BCC breaches any of its representations, warranties, and covenants contained in the Agreement, and, provided that any Trupet Member makes a written claim for indemnification against BCC prior to the applicable expiration date in Section 5.7(c)(ii) (pursuant to this Section 5.7(a)(ii) in the case of a direct claim by the Trupet Member against BCC or pursuant to Section 5.7(b) below in the case of a third party claim), then BCC agrees to indemnify the Trupet Members or any Affiliate (a "Trupet Indemnified Party") from and against the entirety of any Damages the Trupet Members

may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, or caused by such breach by BCC.

(iii) Mike Young shall be appointed as representative and attorney-in-fact to act on behalf of BCC (the "BCC Representative") with respect to any Action asserted by BCC arising out of or relating to this Agreement and the transactions contemplated thereby and shall be authorized to initiate an Action on behalf of BCC alleging a breach of this Agreement and seeking to reduce the BCC Adjusted Equity Consideration as a result of such breach, subject to the provisions of Section 5.7(c), and to take any and all actions and make any decisions required or permitted to be taken by the BCC Representative pursuant to this Agreement, including the exercise of the power to give and receive notices and communications; agree to, negotiate, enter into settlements and compromises of, and comply with orders with respect to claims for indemnification pursuant to this Agreement; litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to this Agreement; engage, employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist the BCC Representative in complying with his or her duties and obligations; and take all actions necessary or appropriate in the good faith judgment of the BCC Representative for the accomplishment of the foregoing.

(iv) Lori Taylor shall be appointed as representative and attorney-in-fact to act on behalf of the Trupet Members (the "Trupet Member Representative") with respect to any Action asserted by Trupet Members arising out of or relating to this Agreement and the transactions contemplated thereby and shall be authorized to initiate an Action on behalf of Trupet Members relating to this Agreement and the transactions contemplated thereby, subject to the provisions of Section 5.7(c), and to take any and all actions and make any decisions required or permitted to be taken by the Trupet Member Representative pursuant to this Agreement, including the exercise of the power to give and receive notices and communications; agree to, negotiate, enter into settlements and compromises of, and comply with orders with respect to claims for indemnification pursuant to this Agreement; litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to this Agreement; engage, employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist the Trupet Member Representative in complying with her duties and obligations; and take all actions necessary or appropriate in the good faith judgment of the Trupet Member Representative for the accomplishment of the foregoing.

(v) In the event BCC consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of BCC shall assume the obligations set forth in this Section 5.7.

(vi) This Section 5.7 is intended for the irrevocable benefit of, and to grant third party rights to, the Indemnified Parties and shall be binding on all successors and assigns of BCC, Trupet and the Trupet Members. This Section 5.7 shall not be amended in a manner that is adverse to the Indemnified Parties (including their successors) or terminated without the consent of each of the Indemnified Parties (including their successors) affected thereby. Each of the Indemnified Parties shall be entitled to enforce the covenants contained in this Section 5.7.

The provisions of this Section 5.7 shall survive the consummation of the transactions contemplated hereby.

(vii) In order to provide for just and equitable contribution, if a claim for indemnification pursuant to this Section 5.7 is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification in such case, then the Parties shall contribute to the losses to which any Indemnified Party may be subject (A) in accordance with the relative benefits received by BCC on the one hand, and Trupet and the Trupet Members on the other hand, and (B) if (and only if) the allocation provided in clause (A) of this Section 5.7(a)(vi) is not permitted by applicable Law, in such proportion as to reflect not only the relative benefits, but also the relative fault of BCC on the one hand, and Trupet and the Trupet Members on the other hand, in connection with the statements, acts or omissions which resulted in such losses as well as any relevant equitable considerations. No Person found liable for a fraudulent misrepresentation shall be entitled to contribution from any Person who is not also found liable for fraudulent misrepresentation.

(b) Third Party Claims; Procedure.

(i) Promptly (and in any event within five days after the service of any summons or other document) after acquiring knowledge of any third party Action for which one or more of either a BCC Indemnified Party or a Trupet Indemnified Party (the "Third Party Indemnified Party") may seek indemnification against other Parties (the "Third Party Indemnifying Party") pursuant to this Section 5.7, the Third Party Indemnified Party shall give written notice thereof to the Third Party Indemnifying Party. Failure to provide notice shall not relieve the Third Party Indemnifying Party of its obligations under this Section 5.7, except to the extent of any actual damage caused by that failure. The Third Party Indemnifying Party shall have the right to assume the defense of any Action with one law firm reasonably acceptable to the Third Party Indemnified Party upon delivery of notice to that effect to the Third Party Indemnified Party. If the Third Party Indemnifying Party, after written notice from the Third Party Indemnified Party, fails to take timely action to defend the action resulting from the Action or otherwise respond to the Action, or if the Third Party Indemnifying Party's counsel has reasonably determined that there may be a conflict between the Third Party Indemnified Party and the Third Party Indemnifying Party in the defense of such Action, the Third Party Indemnified Party shall have the right to defend the action resulting from the Action by counsel of its own choosing, but at the cost and expense of the Third Party Indemnifying Party. The Third Party Indemnified Party shall have the right to settle or compromise any Action against it, and recover from the Third Party Indemnifying Party any amount paid in settlement or compromise thereof, if it has given written notice thereof to the Third Party Indemnifying Party and the Third Party Indemnifying Party has failed to take timely action to defend the Action; otherwise, the Third Party Indemnified Party shall have no right to settle or compromise any Action. The Third Party Indemnifying Party shall have the right to settle or compromise any Action against the Third Party Indemnified Party without the consent of the Third Party Indemnified Party provided that the terms of the settlement or compromise provide for the unconditional release of the Third Party Indemnified Party, require the payment of monetary damages only, is not likely to result in criminal proceedings and is not likely to have a Material Adverse Effect on the Third Party Indemnified Party or its business.

(ii) Upon its receipt of any amount paid by the Third Party Indemnifying Party pursuant to this Section 5.7, the Third Party Indemnified Party shall deliver to the Third Party Indemnifying Party such documents as it may reasonably request assigning to the Third Party Indemnifying Party any and all rights, to the extent indemnified, that the Third Party Indemnified Party may have against third parties with respect to the Proceeding for which indemnification is being received.

(c) Limitations on Indemnification.

(i) Notwithstanding anything to the contrary contained herein, except as provided in this Section 5.7(c), no BCC Indemnified Party shall be entitled to receive an indemnification payment with respect to any Action specified in this Section 5.7 unless the Action, or the aggregate amount of all Actions made by the BCC Indemnified Party hereunder, equals or exceeds $50,000 (in which case all of such Actions back to the first dollar will be recoverable).

(ii) (A) Subject to Section 5.7(c)(iii), the Parties agree that the right of any Party to undertake an Action pursuant to Sections 5.7(a) and (b) shall survive the Closing until 11:59 p.m. on the date that is one year following the Closing Date (the "General Expiration Date"); provided, however, that if, at any time prior to the General Expiration Date, any Party delivers to another Party a written notice asserting in good faith an Action for recovery under Section 5.7(a) or (b), then the Action asserted in such notice shall survive the General Expiration Date until such time as such Action is fully and finally resolved; (B) notwithstanding anything to the contrary in Section 5.7 (including 5.7(c)(ii)(A) hereof), the Parties agree that the right of any Party to undertake an Action pursuant to Sections 5.7(a) and (b) with respect to (1) common law fraud shall survive the Closing until the expiration of the statute of limitation applicable to the subject matter thereof, and (2) with respect to the Tax representations made by BCC and Trupet pursuant to the provisions of Sections 3.1(l) and 4.1(l) respectively, shall survive the Closing for a period of 90 days following the expiration of the applicable statute of limitations period, (3) with respect to the BCC Fundamental Representations and the Trupet Fundamental Representations, shall survive the Closing for a period of five years after the Closing.

(iii) Notwithstanding anything in this Agreement to the contrary, the maximum liability of any Trupet Member for Damages shall be 10% of the BCC Equity Consideration received by such Trupet Member.

(iv) The Parties agree that the indemnification right set forth in this Agreement shall be the Parties sole and exclusive remedy with respect to the transactions contemplated by this Agreement, except for specific performance or other equitable remedy.

(v) If any Trupet Member is liable for Damages hereunder, such Trupet Member shall have the option of discharging such liability in cash, BCC Common Stock at a value of $0.1175 per share (subject to adjustment for stock splits, stock dividends, combinations or similar events), or a combination thereof. If Trupet is liable for Damages hereunder, the procedure in the prior sentence shall be utilized. If BCC is liable for Damages hereunder, BCC shall have the option of discharging such liability in cash, BCC Common Stock at a value of $0.1175 per share subject to adjustment for stock splits, stock dividends, combinations or similar events), or a combination thereof.

(vi) In the event of any reclassification, recapitalization, stock split, stock dividend (including any dividend or distribution of securities convertible into BCC Common Stock) or subdivision with respect to BCC Common Stock, any change or conversion of BCC Common Stock into other securities, any other dividend or distribution with respect to the BCC Common Stock (or if a record date with respect to any of the foregoing should occur), after the date of this Agreement, appropriate and proportionate adjustments shall be made to the number of shares of BCC Common Stock and the price per share thereof that may be issuable for indemnification purposes pursuant to this Agreement.

5.8 Lock-Up. On the Closing Date, each Trupet Member shall enter into a single lock-up agreement with BCC (the "Lock-Up Agreement") in a form substantially similar to Exhibit B hereto, for the period beginning on the Closing Date and expiring one year thereafter, pursuant to which each Trupet Member shall acknowledge and agree not to offer, sell, contract to sell, hypothecate or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the sale, hypothecation or disposition (whether by actual or effective economic sale, hypothecation or disposition due to cash settlement or otherwise) by the Trupet Member or any Affiliate of the Trupet Member or any Person in privity with the Trupet Member or any Affiliate of the Trupet Member), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the SEC in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to the any and all of the Lock-Up Securities unless such transaction is a Permitted Disposition. Notwithstanding the foregoing, and subject to all Permitted Dispositions, each Trupet Member shall be entitled to effect any of the transactions prohibited above as to: (i) on the six month anniversary of the Closing Date, 20% of such Trupet Member's BCC Common Stock; (ii) on the nine month anniversary of the Closing Date, an additional 40% of such Trupet Member's BCC Common Stock; and (iii) on the one year anniversary of the Closing Date, all of such Trupet Member's BCC Common Stock, provided, however, if any BCC Common Stock held by the Trupet Members is subject to an effective Registration Statement, the restrictions set forth in this Section 5.8 with respect to any registered BCC Common Stock shall be modified as follows: (a) on the three month anniversary of the Closing Date, up to 20% of such Trupet Member's registered BCC Common Stock; (b) on the six month anniversary of the Closing Date, up to an additional 40% of such Trupet Member's registered BCC Common Stock; and (c) on the one year anniversary of the Closing Date, all of such Trupet Member's registered BCC Common Stock. For the avoidance of doubt, the provisions of the immediately prior sentence shall only apply to registered BCC Common Stock and shall not expand the rights of holders of BCC Common Stock to the extent that such shares are not subject to an effective Registration statement or the Prospectus does not meet the requirements of Section 5(b) of the Securities Act. Furthermore, nothing contained in this Section 5.8 shall be deemed to conflict with Rule 144 under the Securities Act.

5.9 Mutual Pre-Closing Covenants. After the execution of this Agreement the Parties covenant to work in good faith to prepare, negotiate and enter into, or cause to be prepared, negotiated and entered into, (i) Employment Agreements with the Trupet Executives and (ii) a Stockholder Agreement with the Trupet Members (excluding BCC) regarding protections of minority interests.

5.10 Equity Incentive Plan. Upon execution of this Agreement BCC shall amend its current Equity Incentive Plan (the "Plan") in the form of Exhibit C hereto by increasing the number of awards issuable under the Plan. Such Plan shall reserve a maximum of 15% of the issued and outstanding BCC Common Stock, on a fully diluted basis after issuance of the BCC Equity Consideration, as additional compensation which may be awarded to the officers, directors, employees, and consultants of BCC.

5.11 Further Assurances. If any further action is necessary or desirable to carry out the purposes of this Agreement, the Parties agree to take such further action (including the execution and delivery of such further instruments and documents) as the other Party may request, all at the sole cost and expense of the requesting Party (unless the requesting party is entitled to indemnification therefore under Section 5.7 hereof).

5.12 Registration Rights. Prior to the Closing the Parties shall enter into a Registration Rights Agreement (the "Registration Rights Agreement"), pursuant to which BCC shall use commercially reasonable efforts to register the shares of BCC Common Stock issuable to the Trupet Members as part of the BCC Equity Consideration, which registration rights shall be subordinate to the rights of investors in a proposed securities offering through a broker-dealer and pari passu with the rights of the investors who received registration rights under a Registration Rights Agreement entered into as of November 20, 2018 (the "November Investors") and the shareholders of Bona Vida who receive BCC Common stock in connection with BCC's potential acquisition of Bona Vida as contemplated herein (the "Bona Vida Shareholders"). The Trupet Members acknowledge that the Staff of the Securities and Exchange Commission ("SEC") has a policy limiting the number of shares that can be registered in any one or related registration statements. While BCC anticipates that there may be some room to include some shares of BCC Common Stock issued to the Trupet Members as part of the BCC Equity Consideration, (the "Extra Shares"), the ultimate decision will be made by the Staff of the SEC. To the extent that any Extra Shares can be included in the registration statement, each of the November Investors, the Trupet Members and the Bona Vida Shareholders shall, as individual groups, be entitled to provide 1/3 of the Extra Shares. The number of Extra Shares that may be provided by each November Investor, each Trupet Member and each Bona Vida Shareholder shall be made on a pro rata basis based on the percentage of BCC Common Stock that such individual November Investor, Trupet Member or Bona Vida Shareholder owns compared to the total number of shares of BCC Common Stock issued to all investors in its investor group.

ARTICLE VI

CLOSING DELIVERABLES AND CONDITIONS TO CLOSING

6.1 Closing Deliverables of BCC. The obligations of Trupet and each Trupet Member to consummate the transactions contemplated by this Agreement shall be subject to the delivery by Trupet (or the waiver by Lori Taylor), at or prior to the Closing, of each of the following by BCC:

(a) This Agreement, duly executed;

(b) The BCC Equity Consideration specified on Schedule 2.1(b);

(c) An Employment Agreement for each of the Trupet Executives duly executed;

(d) The Lock-Up Agreements, duly executed;

(e) A Stockholder Agreement as provided for in Section 5.9;

(f) A copy of resolutions of the BCC Board approving this Agreement, the Plan Amendment and all related matters contemplated by the Agreement;

(g) The Registration Rights Agreement as provided for in Section 5.12; and

(h) An officer's certificate of BCC in a form reasonably acceptable to Trupet certifying that: (i) the representations and warranties of BCC are true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date); (ii) BCC has performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by BCC at or prior to the Closing Date; and (iii) there has been no Material Adverse Effect since the Effective Date.

6.2 Closing Deliverables of Trupet and the Trupet Members. The obligations of BCC to consummate the transactions contemplated by this Agreement shall be subject to the delivery to the BCC (or BCC's waiver, at or prior to the Closing) of each of the following:

(a) By each Trupet Member:

(i) This Agreement, duly executed;

(ii) An instrument conveying the Trupet Exchange Consideration if not certificated or an executed stock power if certificated as reflected on Schedule 2.1(a);

(iii) If such Trupet Member is listed on Schedule 5.9 hereof, an Employment Agreement, duly executed for such Trupet Member;

(iv) The Lock-Up Agreement, duly executed;

(v) An investment letter and accredited investor questionnaire reasonably satisfactory to BCC, in the form attached hereto as Exhibit D;

(vi) A certificate of such Trupet Member in a form reasonably acceptable to BCC certifying that: (i) the representations and warranties of the Trupet Member are true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date); (ii) the Trupet Member has performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Trupet Member at or prior to the Closing Date; and (iii) there has been no Material Adverse Effect since the Effective Date;

(vii) A Stockholder Agreement as provided for in Section 5.3; and

(viii) The Registration Rights Agreement as provided for in Section 5.12.

(b) By Trupet:

(i) This Agreement, duly executed;

(ii) Resignations of each member of Trupet's Board of Managers; and

(iii) An officer's certificate of Trupet in a form reasonably acceptable to BCC certifying that: (i) the representations and warranties of Trupet are true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date); (ii) Trupet has performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Trupet at or prior to the Closing Date; and (iii) there has been no Material Adverse Effect since the Effective Date.

6.3 Conditions to BCC's Obligation to Close. The obligations of BCC to consummate the transactions contemplated hereby shall be subject to the satisfaction or (to the extent permitted by Law) waived by BCC, at or prior to the Closing, of the following conditions:

(a) Representations and Warranties of Trupet and the Trupet Members. (i) Other than the representations and warranties set forth in Section 3.1(b), Section 3.1(c) Section 3.1(e) and Section 3.2(a) each of the representations and warranties of the Company set forth in this Agreement shall be true and correct (without giving effect to any qualification as to materiality or Company Material Adverse Effect contained in Article 3) as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct as of such date), except where any failures of any such representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect, and (ii) the representations and warranties set forth in Section 3.1(b), Section 3.1(c), Section 3.1(e) and 3.2(a) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct in all material respects as of such date).

(b) Performance of Covenants and Obligations of Trupet and the Trupet Members. Trupet and the Trupet Members shall have performed in all material respects all obligations, and complied in all material respects with all agreements and covenants, required to be performed by it under this Agreement on or prior to the Closing Date.

(c) Material Adverse Change. On the Closing Date, there shall not exist any event, circumstance, change or effect arising after the date of this Agreement that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on Trupet.

(d) Good Standing. Trupet and each Trupet Subsidiary shall be in good standing (or its equivalent) in the jurisdiction under the Laws in which the it is organized.

(e) Statutes; Court Orders. No Law shall have been enacted, entered, promulgated or enforced by any court of competent jurisdiction or other Governmental Authority that prohibits the consummation of the transactions contemplated hereby, and no Governmental Authority of competent jurisdiction shall have issued a final, non-appealable order or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

(f) Exchange Consideration. Each Trupet Member shall have assigned, effective as of the Closing, its share of the Trupet Exchange Consideration to BCC, free and clear of all Encumbrances.

(g) Consents. Each of the consents identified on Schedule 6.3(g), and including, without limitation, the consent of the Lender, shall have been obtained and shall be in full force and effect.

(h) Unaudited Balance Sheet. On the Business Day immediately preceding the Closing Date, Trupet shall deliver to BCC an unaudited balance sheet of Trupet, which shall be current as of the date such unaudited balance sheet is delivered to BCC. To the extent such balance sheet indicates Trupet has a Closing Working Capital deficit, the BCC Equity Consideration shall be reduced by a number of shares of Common Stock calculated by dividing the amount of such Closing Working Capital deficit by the lesser of (i) $0.1175 per share; or (ii) the average of the daily VWAP of BCC Common Stock for the prior 10 trading days.

(i) Deliverables. Trupet and each Trupet Member shall have delivered all agreements, documents certificates and other items set forth in Section 6.2.

6.4 Conditions to Trupet and each Trupet Member's Obligation to Close The obligations of Trupet and each Trupet Member to consummate the transactions contemplated hereby shall be subject to the satisfaction or (to the extent permitted by Law) waived by Trupet, at or prior to the Closing, of the following conditions

(a) Representations and Warranties of BCC. (i) Other than the representations and warranties set forth in Section 4.1(b), Section 4.1(c) and Section 4.1(e), each of the representations and warranties of BCC set forth in this Agreement shall be true and correct (without giving effect to any qualification as to materiality or Material Adverse Effect contained in Article 2) as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct as of such date), except where any failures of any such representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect, and (ii) the representations and warranties set forth in Section 4.1(b), Section 4.1(c) and Section 4.1(e) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing as though made on and as of the Closing (except that representations and warranties that by their terms speak specifically as of the date of this Agreement or another date shall be true and correct in all material respects as of such date).

(b) Performance of Covenants and Obligations of BCC. BCC shall have performed in all material respects all obligations, and complied in all material respects with all agreements and covenants, required to be performed by it under this Agreement on or prior to the Closing.

(c) Material Adverse Change. On the Closing Date, there shall not exist any event, circumstance, change or effect arising after the date of this Agreement that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on BCC.

(d) Good Standing. BCC and each BCC Subsidiary shall be in good standing (or its equivalent) in the jurisdiction under the Laws in which the it is organized.

(e) Statutes; Court Orders. No Law shall have been enacted, entered, promulgated or enforced by any court of competent jurisdiction or other Governmental Authority that prohibits the consummation of the transactions contemplated hereby, and no Governmental Authority of competent jurisdiction shall have issued a final, non-appealable order or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

(f) Exchange Consideration. BCC shall have issued or paid, as applicable, to each Trupet Member, effective as of the Closing, the BCC Equity Compensation. In lieu of actual delivery of the BCC Equity Consideration, a written representation of BCC's stock transfer agent that it shall deliver the BCC Equity Consideration by overnight deliver following notice that the Closing has occurred shall comply with this Section 6.3(f).

(g) Consents. Each of the consents identified on Schedule 6.4(g) shall have been obtained and shall be in full force and effect.

(h) Deliverables. BCC shall have delivered all agreements, documents certificates and other items set forth in Section 6.1.

(i) Financing. BCC shall have completed a financing (the "Financing") which has been approved, in writing, by BCC, Trupet (on behalf of itself and the Trupet Members) and Bona Vida, Inc., a Delaware corporation ("Bona Vida"), and shall have received written notice confirming same from BCC's broker-dealer.

(j) Bona Vida. The Company's acquisition of Bona Vida shall have been consummated, subject to the release of the proceeds received by BCC pursuant to the Financing.

(k) Trupet Percentage Interest. Immediately after the consummation of the transactions contemplated in this Agreement, the Trupet Members, in the aggregate, shall own 38.2% of the voting power and 38.2% of the economic interests in BCC, the calculation of which shall (i) be on a fully diluted basis and (ii) exclude the shares of BCC Common Stock issued in the Financing.

(l) Comerica. Lori Taylor and John Word shall have been removed from all obligations with respect to the Comerica Loan either prior to the Closing or, if not, BCC covenants

that the Comerica Loan will be paid from the proceeds of the Financing immediately following the Closing.

ARTICLE VII

TERMINATION

7.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by mutual written agreement of BCC and Trupet;

(b) by either BCC or Trupet, by prior written notice to the other Party or Parties, if the Closing shall not have occurred for any reason on or prior to the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to any Party whose failure to perform any of its obligations under this Agreement required to be performed by it at or prior to the Closing has been the cause of, or resulted in, the failure of the Closing to occur;

(c) by BCC, upon written notice to Trupet and the Trupet Managers, if (i) any of the conditions set forth in Section 6.3 shall have become incapable of fulfillment and shall not have been waived by BCC, (ii) Trupet or any Significant Trupet Member fails to perform in any material respect any of its covenants or agreements contained in this Agreement required to be performed by it on or prior to the Closing, and, within ten (10) Business Days after written notice of such breach to Trupet or the applicable Significant Trupet Member, such breach shall not have been cured by Trupet or the applicable Significant Trupet Member or waived by BCC, or (iii) Trupet or a Significant Trupet Member shall breach any of its representations or warranties hereunder such that the conditions set forth in Section 6.3 would not be satisfied if such conditions were required to be satisfied on the date of the breach, and, within ten (10) Business Days after written notice of such breach to Trupet or such Significant Trupet Member, Trupet or such Significant Trupet Member shall continue to be in breach of such representation or warranty; provided, however, this Agreement may not be terminated by BCC pursuant to this Section 7.1(c) if BCC is then in breach of any representation, warranty, covenant or agreement set forth in this Agreement such that BCC is not then capable of satisfying the conditions set forth in Section 6.4;

(d) by Trupet, upon written notice to BCC, if (i) any of the conditions set forth in Section 6.4 shall have become incapable of fulfillment and shall not have been waived by Trupet, (ii) BCC fails to perform in any material respect any of the covenants or agreements contained in this Agreement required to be performed by it on or prior to the Closing, and, within ten (10) Business Days after written notice of such breach to BCC, such breach shall not have been cured or waived by Trupet, or (iii) BCC shall breach any of its representations or warranties hereunder such that the conditions set forth in Section 6.4 would not be satisfied if such conditions were required to be satisfied on the date of the breach, and, within 10 Business Days after written notice of such breach to BCC, BCC shall continue to be in breach of such representation or warranty; provided, however, this Agreement may not be terminated by Trupet pursuant to this Section 7.1(d) if Trupet or any Significant Trupet Member is then in breach of any representation,

warranty, covenant or agreement set forth in this Agreement such that Trupet is not then capable of satisfying the conditions set forth in Section 6.3;

(e) by BCC upon written notice to Trupet if any update or substitution made or provided to Section 3.1(bb) would have a Material Adverse Effect on Trupet, provided such notice is received within 30 days after receipt thereof;

(f) by Trupet upon written notice to BCC if any update or substitution made or provided pursuant to Section 4.1(bb) would have a Material Adverse Effect on BCC, provided such notice is received within 30 days after receipt thereof;

(g) by Lori Taylor, at her sole discretion, notwithstanding anything in this Agreement to the contrary, upon written notice to BCC if (i) the Employment Agreements provided for in Section 5.3 are not entered into through no fault of the Trupet Executives; (ii) the Stockholder Agreement provided for in Section 5.3 is not entered into by the Parties through no fault of Trupet or the Trupet Members; or (iii) the Financing or terms thereof are not to her overall satisfaction; or

(h) by either BCC or Trupet, by prior written notice to the other Party or Parties, within 10 days after receipt of the other Party's Disclosure Schedules.

7.2 Procedure and Effect of Termination. In the event of the termination of this Agreement and the abandonment of the transactions contemplated hereby pursuant to Section 7.1, written notice thereof shall be given by the Party so terminating to the other Parties to this Agreement, and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned without further action by the Parties. If this Agreement is terminated pursuant to Section 7.1 hereof:

(a) this Agreement shall become null and void and of no further force or effect, except that the obligations provided for in this Article VII, Article VIII and Article IX hereof shall survive any such termination of this Agreement; and

(b) except as otherwise set forth herein, such termination shall be without liability of any Party to any other Party; provided, however, that if the transactions contemplated hereby fail to close as a result of any breach or violation of any representations, warranties, covenants or agreements contained in this Agreement by any Party, such Party shall be fully liable for any and all Damages incurred or suffered by the other Parties as a result of any such breach or violation, including equitable remedies as provided in Section, 9.15, so long as such other Parties are not then themselves in breach in any material respect of their respective obligations under this Agreement.

7.3 Breakup Fee. Provided BCC is not in breach of any of its representations, warranties, covenants or agreements set forth in this Agreement, in the event: (i) this Agreement is terminated pursuant to Section 7.1(g); (ii) Trupet consummates a Change of Control Transaction within 12 months of the date this Agreement is terminated; and (iii) the value of such Change of Control Transaction shall be greater than or equal to the value of the BCC Equity Consideration or is otherwise a superior transaction for the Trupet Members from a financial point of view, then,

upon written demand from BCC, Trupet shall, within seven days of Trupet's receipt of such written demand, pay to BCC an amount equal to $400,000.

ARTICLE VIII

SURVIVAL

8.1 Survival. The representations and warranties in this Agreement or in any certificate, schedule, instrument or other document delivered pursuant to this Agreement shall survive the Closing consistent with the indemnification provisions set forth in Section 5.7 hereof.

ARTICLE IX

MISCELLANEOUS

9.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by written agreement of each Party at any time prior to the Closing Date.

9.2 Waiver of Compliance; Consents. Any failure of BCC, Trupet or a Trupet Member to comply with any obligation, covenant, agreement or condition herein may be waived only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.2.

9.3 Trupet Waiver, Consent, Approval . Any time in this Agreement where reference is made to a Trupet waiver, consent, approval, agreement, notice of termination or similar action, only Lori Taylor may provide, or refuse to provide, in her sole discretion, such waiver, consent, approval, agreement, notice of termination or similar action, which shall be binding on Trupet and all Trupet Members.

9.4 Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar receipted next business day delivery, or by email followed by overnight next business day delivery as follows:

to BCC:	81 Prospect Street Brooklyn, NY 11201 Attention: David Lelong David@sportendurancehq.com
with a copy to:	Nason, Yeager, Gerson, Harris & Fumero, P.A. 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, Florida 33410 Attention: Michael D. Harris, Esq. Email: mharris@nasonyeager.com

to Trupet:	4025 Tampa Rd Suite 1117 Oldsmar, FL 34667 Attention: Lori Taylor lori@revmediamarketing.com
with a copy to:	Stradling 660 Newport Center Drive Newport Beach, CA 92660 Attention: C. Craig Carlson, Esq. ccarlson@sycr.com
to Trupet Members:	As reflected on the signature pages.

or to such other address as any of them, by notice to the other may designate from time to time. Time shall be counted to, or from, as the case may be, the date of delivery.

9.5 Assignment; Third Party Beneficiaries. Neither this Agreement nor any right, interest or obligation hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement is not intended to confer any rights or remedies upon any Person other than the Parties hereto.

9.6 Governing Law. This Agreement and all Actions arising out of or in connection with this Agreement, including any Actions alleging any Party committed any tort, shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the conflicts of law provisions of the State of Delaware or of any other jurisdiction.

9.7 Exclusive Jurisdiction. Any action brought by either Party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state or federal courts of New York and venue shall be in the County of New York. The Parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

9.8 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including by means of electronic delivery), it being understood that the Parties need not sign the same counterpart. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

9.9 Severability. In case any one or more of the provisions contained in this Agreement should be finally determined to be invalid, illegal or unenforceable in any respect against a Party hereto, it shall be adjusted if possible to effect the intent of the Parties. In any event, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and such invalidity, illegality or unenforceability shall only apply as to such Party in the specific jurisdiction where such final determination shall have been made.

9.10 Titles. The Article and Section headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

9.11 Entire Agreement. This Agreement and the Disclosure Schedules, embody the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no representations, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein and therein.

9.12 Rules of Construction. Each Party to this Agreement has been represented by counsel during the preparation and execution of this Agreement, and therefore waives any rule of construction that would construe ambiguities against the Party drafting the Agreement.

9.13 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.14 Expenses. Except as otherwise provided in this Agreement, all Parties hereto shall pay their own expenses, including legal and accounting fees, in connection with the transactions contemplated herein.

9.15 Interpretation. This Agreement shall be read and construed in the English language. As used in this Agreement, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and singular shall include the plural. References herein to a Party or other Person include their respective successors and permitted assigns. The words "include," "includes" and "including" when used herein shall be deemed to be followed by the phrase "without limitation" unless such phrase otherwise appears. Unless the context otherwise requires, references herein to articles, sections, schedules, and exhibits shall be deemed references to articles and sections of, and schedules and exhibits to, this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular article, section or provision hereof. Except when used together with the word "either" or otherwise for the purpose of identifying mutually exclusive alternatives, the term "or" has the inclusive meaning represented by the phrase "and/or." Any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day shall be automatically

extended to the next succeeding Business Day. All references in this Agreement to "dollars" or "$" shall mean United States Dollars. With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

9.16 Equitable Remedies. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with the specific terms hereof or were otherwise breached. It is accordingly agreed that, in addition to the other rights of the Parties under this Agreement, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any federal or state court located in the State of Delaware (as to which the Parties agree to submit to jurisdiction for the purpose of such action), this being in addition to any other remedy to which the Parties are entitled under this Agreement.

9.17 Enforcement Costs. Should any Party institute any Action to enforce the terms of this Agreement, the prevailing Party shall be entitled to receive all reasonable costs and expenses (including reasonable attorneys' fees) incurred by such prevailing Party in connection with such Proceeding. A Party entitled to recover costs and expenses under this Section 9.17 shall also be entitled to recover all costs and expenses (including reasonable attorneys' fees) incurred in the enforcement of any judgment or settlement obtained in such action or proceeding provision (and in any such judgment provision shall be made for the recovery of such post-judgment costs and expenses). For the purposes of determining who is a prevailing Party, if a plaintiff is awarded relief on any claim or cause of action, it shall be deemed to be a prevailing Party, except as provided in the next sentence. If a plaintiff is awarded relief on any claim or cause of action but a counterclaim plaintiff or crossclaim plaintiff is also awarded relief on a claim or cause of action, no Party shall be deemed to be a prevailing Party.

[Signature Page Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date set forth on page one.

BCC:

By: /s/ Mike Young
Name: Mike Young
Title: Chairman

TRUPET:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: CEO

[Signature Page to Securities Exchange Agreement]

J&L HOLDINGS:

By: /s/ John Word III
Name: John Word III
Title: Partner

0828397 BC LTD.:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

TP MEMBER, LLC (CARNIVORE):

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

CAMBRIDGE SPG IRA FUND L.P.:

By: /s/ Filipp Chebotarev
Name: Filipp Chebotarev
Title: Managing Member

CSPG TP HOLDINGS LLC:

By: /s/ Filipp Chebotarev
Name: Filipp Chebotarev
Title: Managing Member

MICHELLE RUBLE:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

DAVID VOZICK:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

NATE BACHMAN:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

ANTHONY SANTARSIERO:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

EVERPLUS F&B FUND LLC:

By: /s/ Xuesong Yu
Name: Xuesong Yu
Title: Manager

GUSTAVO GONZALEZ:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

WILL MULLIS:

By: /s/ Lori Taylor
Name: Lori Taylor
Title: Attorney-in-Fact

Exhibit 2.4

AMENDMENT TO SECURITIES EXCHANGE AGREEMENT

THIS AMENDMENT TO SECURITIES EXCHANGE AGREEMENT (this "**Amendment**"), dated as of May 6, 2019 (the "**Effective Date**"), is by and among Better Choice Company, Inc. a Delaware corporation ("**BCC**") and Trupet LLC, a Delaware limited liability company ("**Trupet**").

WHEREAS, BCC, Trupet and the holders of the Membership Interests of Trupet other than BCC (each, a "**Trupet Member**", and collectively, the "**Trupet Members**") are parties to that certain Securities Exchange Agreement, dated as of February 2, 2019 (the "**Exchange Agreement**");

WHEREAS, the Exchange Agreement contemplated the issuance by BCC of a series of preferred stock designated "Series B" as consideration to the Trupet Members in the event BCC has not affected a reverse stock split or does not have sufficient authorized shares of BCC Common Stock at Closing;

WHEREAS, BCC has affected a stock split and has sufficient authorized shares of BCC Common Stock to pay the Trupet Members their due consideration at Closing in shares of BCC Common Stock;

WHEREAS, BCC has not authorize a class of preferred stock designated as "Series B"; and

WHEREAS, BCC and Trupet wish to amend certain terms of the Exchange Agreement in accordance withSection 9.1 of the Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), BCC and Trupet hereby agree as follows:

ARTICLE I
AMENDMENT

1. Amendment of Definition. The definition of "BCC Equity Consideration" set forth in Section 1.1 of the Exchange Agreement shall be deleted in its entirety and restated as follows:

   "BCC Equity Consideration" means a number of shares of BCC Common Stock as provided in Section 6.4(k), in each case subject to any adjustment pursuant to Section 6.3(h)."

2. Amendment of Definition. The definitions of "Series A Preferred Stock" and "Series B Preferred Stock" shall be deleted in their entirety.

3. Amendment of Section 2.1(c). Section 2.1(c) of the Exchange Agreement shall be deleted in its entirety.

4. Amendment of Section 4.1(e)(i). Section 4.1(e)(i) of the Exchange Agreement is hereby deleted and restated in its entirety as follows:

> "(i) The authorized capital stock of BCC consists of 88,000,000 shares of BCC Common Stock, $0.001 par value and 4,000,000 shares of preferred stock, $0.001 par value per share ("Preferred Stock"), of which 2,900,000 shares are designated as Series E preferred stock ("Series E Preferred Stock"). Schedule 4.1(e) sets forth, as of the Effective Date of this Agreement, (i) the number of shares of BCC Common Stock that were issued and outstanding and (ii) the number of shares of Series E Preferred Stock that were issued and outstanding. All issued and outstanding shares of the capital stock of BCC are duly authorized, validly issued, fully paid and nonassessable, and no class of capital stock is entitled to preemptive rights. All shares of BCC Common Stock issued pursuant to the terms of this Agreement shall be duly authorized, validly issued, fully paid and non-assessable, and free of preemptive rights."

5. The references to 3.1(n) on page 31 and 3.1(t), 3.1(u)(i) and 3.1(u)(ii) on page 34 of the Exchange Agreement are a scrivener's error and are hereby amended to read 4.1(n), 4.1(t), 4.1(u)(i) and 4.1(u)(ii).

6. Amendment of Section 5.9 of the Exchange Agreement is hereby deleted and restated in its entirety as follows:

> "**5.9 Mutual Pre-Closing Covenants**. After the execution of this Agreement the Parties covenant to work in good faith to prepare, negotiate and enter into, or cause to be prepared, negotiated and entered into, (i) Employment Agreements with Lori Taylor and Anthony Santarsiero and (ii) a Stockholder Agreement with the Trupet Members (excluding BCC) regarding protections of minority interests."

7. Amendment of Section 6.4(i) of the Exchange Agreement is hereby deleted and restated in its entirety as follows:

> "(i) Financing. BCC shall have completed a financing (the "Financing") which has been approved, in writing, by BCC, Trupet (on behalf of itself and the Trupet Members) and Bona Vida, Inc., a Delaware corporation ("Bona Vida"), and shall have received written notice confirming same from BCC's broker-dealer. The closing of the private placement of approximately $14,800,000 of securities sold by Canaccord Genuity Group, Inc. is approved by Trupet."

8. Amendment of Schedule 4.1(n) to the Exchange Agreement is hereby deleted and restated in its entirety as provided in Appendix 1 hereto.

9. The following shall be deleted in their entirety: 6.1(e), 6.2(a)(v) and 6.3(h).

10. The officer's certificate provided for in Section 6.2(b)(iii) shall be with respect to Trupet only, so "Trupet Member" is hereby deleted from this section.

ARTICLE II
MISCELLANEOUS

1. Capitalized Terms. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Exchange Agreement.

2. Reference to and Effect on the Agreement.

   (a) This Amendment is effective as of the Effective Date.

   (b) Except as expressly amended by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

   (c) Each reference in the Exchange Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Exchange Agreement as amended hereby. No reference to this Amendment need be made in any instrument or document at any time referring to the Agreement, a reference to the Agreement in any of such instruments or documents to be deemed to be a reference to the Agreement as amended hereby.

3. Entire Agreement. This Amendment read in conjunction with the Exchange Agreement, the Transaction Documents and the Disclosure Schedules, embody the entire agreement and understanding of the parties hereto and thereto in respect of the subject matter contained herein and therein.

[*Signature Page to Follow***]**

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the Effective Date.

BETTER CHOICE COMPANY INC.

By: /s/ Damian Dalla-Longa
Name: Damian Dalla-Longa
Title: Co-Chief Executive Officer

TRUPET LLC

By: /s/ Lori Taylor
Name: Lori R. Taylor
Title: CEO

TRUPET MEMBER

By: /s/ Lori Taylor
Lori Taylor on behalf of all Trupet Members pursuant to Section 9.3 of the Exchange Agreement

APPENDIX 1

Schedule 4.1(n)

BCC Contracts

BCC has an employment agreement with its Chief Executive Officer. See Schedule 4.1(v)(i).

In December 2018 BCC acquired a minority interest in Trupet by investing $2.2 million into Trupet and acquiring a Series A Membership Interest equal to approximately 6.7% of Trupet's Membership Interests. BCC's interest is evidenced by a limited liability company agreement with Trupet.

BCC has various contracts for routine business services including auditing and accounting services.

BCC has Contracts with Authentic Brands (Elvis Presley Houndog) and Cannasoul (Israel IP development).

Exhibit 4.1

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is entered into as of May 6, 2019 (the "**Execution Date**") by and among Better Choice Company Inc., a Delaware corporation (the "**Company**"), and the undersigned (the "**Investor**").

WHEREAS, the Company intends to issue shares of its common stock to the Investor pursuant to that certain Agreement and Plan of Merger, dated as of February 28, 2019, by and among the Company, Bona Vida, Inc. and BCC Merger Sub, Inc. (the "**Merger Agreement**"); and

WHEREAS, Pursuant to Section 5.11 of the Merger Agreement, the Company has agreed to provide certain registration rights to the Investor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND THE COVENANTS AS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1 . Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

"2019 Shares" has the meaning assigned to it in Section 2(b) of this Agreement.

"**2019 Investors**" has the meaning assigned to it in Section 2(b) of this Agreement.

"**Agreement**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Applicable Stockholders**" has the meaning assigned to it in Section 2(c) of this Agreement.

"**Bona Vida Shareholder**" shall mean a Person that receives shares of Common Stock on the Closing Date pursuant to the terms of the Merger Agreement.

"**Closing Date**" has the meaning assigned to it in Section 2.2 of the Merger Agreement.

"**Common Stock**" means the Company's authorized common stock, as constituted on the date of this Agreement, any stock into which such Common Stock may thereafter be changed and any stock of the Company of any other class, which is not preferred as to dividends or assets over any other class of stock of the Company and which is not subject to redemption, issued to the holders of shares of such Common Stock upon any re-classification thereof.

"**Commission**" means the Securities and Exchange Commission or any other governmental body at the time administering the Securities Act.

"**Company**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Demand Notice**" has the meaning assigned to it in Section 2(c) of this Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Forms**" means registration statements under the Securities Act, on Forms S-4 and S-8, or any successors thereto and any form used in connection with an initial public offering of securities.

"**Excluded Registration**" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

"**Execution Date**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Extra Shares**" has the meaning assigned to it in Section 2(b) of this Agreement.

"**Initial Registration**" has the meaning assigned to it in Section 2(a) of this Agreement.

"**Initiating Stockholders**" means, collectively, investors of the Company who properly initiate a registration request under this Agreement.

"**Investor**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Merger Agreement**" has the meaning assigned to it in the first WHEREAS clause.

"**Other Shares**" has the meaning assigned to it in Section 4(f) of this Agreement.

"**Person**" includes any natural person, corporation, trust, association, company, partnership, joint venture, limited liability company and other entity and any government, governmental agency, instrumentality or political subdivision.

"**Pro Rata Share**" shall mean a number of Registrable Securities equal to the number of Registrable Securities received by the Investor divided by the total number of Registrable Securities received by all Bona Vida Shareholders.

The terms "**register**," "**registered**" and "**registration**" refer to a registration effected by preparing and filing a registration statement on other than any of the Excluded Forms in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"**Registrable Securities**" means the Common Stock acquired by the Investor pursuant to the Merger Agreement and any securities of the Company issued with respect to such Common

Stock by way of a stock dividend or stock split or in connection with a combination, recapitalization, share exchange, consolidation or other reorganization of the Company.

"**Rule 144**" has the meaning assigned to it in Section 10 of this Agreement.

"**SEC Restrictions**" has the meaning assigned to it in Section 9 of this Agreement.

"**Selling Expenses**" means all selling commissions, finder's fees and stock transfer taxes applicable to the Registrable Securities registered by the Investor and all fees and disbursements of counsel for the Investor.

"**Securities Act**" means the Securities Act of 1933, as amended.

2. Registration.

(a) Mandatory Registration. As soon as practicable following the Closing Date, the Company shall use commercially reasonable efforts to file a registration statement on Form S-1 (or other applicable form) with the Commission permitting the Investor to publicly sell some or all of its Registrable Securities (the "**Initial Registration**").

(b) Number of Registrable Securities. The number of Registrable Securities to be included as part of any registration statement shall be determined as follows: (i) the Company shall first include with such registration statement all shares of the Company's Common Stock (the "**2019 Shares**") sold to investors through a broker-dealer in a proposed securities offering closing on or about April 15, 2019 (the "**2019 Investors**"); and (ii) to the extent the Company may register a greater number of shares of the Company's Common Stock than those comprising the 2019 Shares (the "**Extra Shares**"), the Investor shall be entitled to register its Pro Rata Share of one-third (1/3) of such Extra Shares.

(c) Demand Registration. If at any time after the effective date of the Initial Registration, the Company receives a request from stockholders of the Company holding five percent (5%) of the Registrable Securities then outstanding that the Company file a registration statement with respect to the Registrable Securities then outstanding, then the Company shall (i) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all stockholders which have registration rights (the "**Applicable Stockholders**") other than the Initiating Stockholders; and (ii) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Stockholders, file a registration statement under the Securities Act covering all Registrable Securities that the Initiating Stockholders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Initiating Stockholders, as specified by notice given by each such stockholders to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of set forth herein.

3. Obligations of the Company. If and whenever the Company is required by the provisions hereof to effect or cause the registration of any Registrable Securities under the Securities Act as provided herein, the Company shall:

(a) use commercially reasonable efforts to prepare and file with the

Commission a registration statement with respect to such Registrable Securities and use commercially reasonable efforts to cause such registration statement to become and remain effective for the period referred to in Section 4(a);

(b) use commercially reasonable efforts to prepare and file with the Commission such amendments to such registration statement (including post-effective amendments) and supplements to the prospectus included therein as may be necessary to keep such registration statement effective, subject to the qualifications in Section 4(a), and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities covered by such registration statement during such period in accordance with the intended methods of disposition by the Investor set forth in such registration statement;

(c) furnish to the Investor such number of copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such registration statement (including each preliminary prospectus), in conformity with the requirements of the Securities Act, and such other documents, as each Investor may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities owned by the Investor;

(d) use its commercially reasonable efforts to register or qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Investor; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act; and provided further, that in no event shall any stockholders of the Company be required to place any shares of Common Stock in escrow in order to register or qualify the Registrable Securities.

(e) notify the Investor at any time when a prospectus relating to its Registrable Securities is required to be delivered under the Securities Act, of the Company's becoming aware that the prospectus included in the related registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare and furnish to the Investor a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the Investors of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(f) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(g) use commercially reasonable efforts to cause Registrable Securities to be listed or quoted on each national securities exchange and/or in each trading market on which the Common Stock of the Company is then listed or quoted; and

(h) notify the Investor of any stop order threatened or issued by the Commission and take all actions reasonably necessary to prevent the entry of such stop order or to remove it if

entered.

4. Other Procedures.

(a) Subject to the Company's general obligation to use commercially reasonable efforts under Section 3, the Company shall be required to maintain the effectiveness of a registration statement (on Form S-1 or other applicable form) until the earlier of (i) the sale of all Registrable Securities or (ii) two (2) years from the effective date of the registration statement. The Company shall have no liability to the Investor for delays in the Investor being able to sell the Registrable Securities (x) as long as the Company uses commercially reasonable efforts to file a registration statement, amendments to the registration statement or supplements to a prospectus contained in a registration statement (including any amendment or post effective amendments), (y) where the required financial statements or auditor's consents are unavailable or (z) as provided in Section 4(f).

(b) In consideration of the Company's obligations under this Agreement, the Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e), the Investor shall forthwith discontinue his sale of Registrable Securities pursuant to the registration statement covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(e) and, if so directed by the Company, shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in the Investor's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

(c) The Company's obligation to file any registration statement or amendment, including any post-effective amendment, shall be subject to the Investor and each stockholder, as applicable, furnishing to the Company in writing such information and documents regarding such Investor and Applicable Stockholder of the Company and the distribution of such Investor's or Applicable Stockholder's Registrable Securities as may reasonably be required to be disclosed in the registration statement in question by the rules and regulations under the Securities Act. The Company's obligations are also subject to the Investor and each other Applicable Stockholder of the Company electing to include shares of Common Stock in such registration statement promptly executing any representation letter concerning compliance with Regulation M under the Exchange Act.

(d) If any such registration or comparable statement refers to the Investor by name or otherwise as a stockholder of the Company, but such reference to the Investor by name or otherwise is not required by the Securities Act or the rules thereunder, then each Investor shall have the right to require the deletion of the reference to the Investor, as may be applicable.

(e) In connection with the sale of Registrable Securities, the Investor shall deliver to each Investor a copy of the necessary prospectus and, if applicable, prospectus supplement, within the time required by Section 5(b) of the Securities Act.

(f) Notwithstanding the foregoing obligations, if the Company furnishes to stockholder of the Company requesting a registration pursuant to Section 3 a certificate signed by at least one (1) of the Company's chief executive officers stating that in the good faith judgment of the Board of Directors it would be materially detrimental to the Company and its stockholders

for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing for a period of not more than thirty (30) days after the request of the Initiating Stockholders is given; provided, however, that the Company may not invoke this right more than twice in any twelve (12)-month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such thirty (30)-day period other than an Excluded Registration.

5 . Registration Expenses. In connection with any registration of Registrable Securities pursuant to Section 2, the Company shall, whether or not any such registration shall become effective, from time to time, pay all expenses (other than Selling Expenses) incident to its performance of or compliance, including, without limitation, all registration, and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, printing and copying expenses, messenger and delivery expenses, fees and disbursements of counsel for the Company and all independent public accountants and other Persons retained by the Company.

6. Indemnification.

(a) Company Indemnification. The Company will indemnify the Investor and each stockholder of the Company who holds Registrable Securities (if Registrable Securities held by the Investor or such other stockholder are included in the securities as to which such registration is being effected), each of its officers and directors, partners, members and each person controlling such Investor within the meaning of Section 15 of the Securities Act, to the extent permitted by applicable law, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on (i) any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such Registration Statement, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or (ii) any violation by the Company of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Company in connection with any such registration; and in each case, the Company will reimburse the Investor and each such stockholder, each of its officers and directors, partners, members and each person controlling the Investor and each such stockholder, for any legal and any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on (A) any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by the Investor and each such stockholder or controlling person, and stated to be specifically for use therein, (B) the use by the Investor or any other stockholder of an outdated or defective prospectus after the Company has

notified the Investor or such other stockholder in writing that the prospectus is outdated or defective, (C) the Investor's or such other stockholder's (or any other indemnified person's) failure to send or give a copy of the prospectus or supplement (as then amended or supplemented), if required, pursuant to Rule 172 under the Securities Act (or any successor rule) to the Persons asserting an untrue statement or alleged untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such person if such statement or omission was corrected in such prospectus or supplement, or (D) any violation by the Investor or such other stockholder of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Investor or such other stockholder.

(b) Investor Indemnification. Each stockholder of the Company holding Registrable Securities will, if Registrable Securities held by such stockholder are included in the securities as to which such registration is being effected, severally and not jointly, indemnify the Company, each of its directors and officers, other holders of the Company's securities covered by such Registration Statement, each person who controls the Company within the meaning of Section 15 of the Securities Act, and each such holder, each of its officers and directors and each person controlling such holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, and only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by such stockholder and stated to be specifically for use therein, or (ii) any violation by such stockholder of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to such stockholder, and in each case, such stockholder will reimburse the Company, each other stockholder, and directors, officers, persons, underwriters or control persons of the Company and the other I for any legal or any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating or defending any such claim, loss, damage, liability or action; provided, that the indemnity agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such indemnifying stockholder (which consent shall not be unreasonably withheld or delayed). The liability of any stockholder for indemnification under this Section 6(b) in its capacity as a seller of Registrable Securities shall not exceed the greater of (i) the amount of net proceeds to such stockholder of the securities sold in any such registration and (ii) the purchase price of the Shares paid by such stockholder.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6(a) or Section 6(b), such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the indemnifying Party of the commencement of such action. The indemnifying party shall be relieved of its obligations under this Section 6(c) to the extent that the indemnified party delays in giving notice and the indemnifying party is damaged or prejudiced by the delay. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying

party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so as to assume the defense thereof, the indemnifying party shall be responsible for any legal or other expenses subsequently incurred by the indemnifying party in connection with the defense thereof, provided, however, that, if counsel for an indemnified party shall have reasonably concluded that there is an actual or potential conflict of interest between the indemnified and the indemnifying party the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party, and such indemnifying party shall reimburse such indemnified party and any Person controlling such indemnified party for the fees and expenses of counsel retained by the indemnified party which are reasonably related to the matters covered by the indemnity agreement provided in this Section 6; provided, however, that in no event shall any indemnification by the Investor under this Section 6 exceed the net proceeds from the sale of Registered Securities received by the Investor. No indemnified party shall make any settlement of any claims indemnified against hereunder without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event that any indemnifying party enters into any settlement without the written consent of the indemnified party the indemnifying party shall not, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff of a release of such indemnified party from all liability in respect to such claim or litigation.

(d) If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

(e) Notwithstanding any of the foregoing, if, in connection with an underwritten public offering of the Registrable Securities, the Company, the Investor and the underwriter(s) enter into an underwriting agreement relating to such offering which contains provisions covering indemnification among the parties, then the indemnification provision of this Section 6 shall be deemed inoperative for purposes of such offering.

7 . Certain Limitations on Registration Rights. At any time prior to the effectiveness of any registration statement filed pursuant to this Agreement, if the Company determines to file a registration statement with the Commission for the public sale of its securities and the managing underwriter of such offering offers to purchase the Registrable Securities for its own account at the same price including underwriting discounts and applicable expenses as paid to the Company, the Investor shall either (i) elect to include their Registrable Securities being registered pursuant to this Agreement in the registration statement covering the sale of the Company's securities, or (ii) immediately cease their public sales for a period of ninety (90) days following the effective date of the registration statement covering the sale by the Company. Additionally, the Investor may not participate in the registration statement relating to the sale by

the Company of its Common Stock as provided above unless the Investor enters into an underwriting agreement with the managing underwriter and completes and/or executes all questionnaires, indemnities and other reasonable documents requested by the managing underwriter. The Investor shall be deemed to have agreed by acquisition of its Registrable Securities not to effect any public sale or distribution, including any sale pursuant to Rule 144 under the Securities Act, of any Registrable Securities and to use its best efforts not to effect any such public sale or distribution of any other equity security of the Company (including any short sale) or of any security convertible into or exchangeable or exercisable for any equity security of the Company (other than as part of such underwritten public offering) within ten (10) days before or ninety (90) days after the effective date of such registration statement. In such event, the Investor shall, if requested, sign a customary market stand-off letter with the Company's managing underwriter, and to comply with applicable rules and regulations of the Commission.

8. Allocation of Securities Included in Registration Statement. In the case of a registration pursuant to Section 7 for the Company's account, if the Company's managing underwriter shall advise the Company and the Investor in writing that the inclusion in any registration pursuant hereto of some or all of (a) the Registrable Securities permitted to be registered by the Investor and securities offered by other stockholders, and (b) the Company's securities sought to be registered creates a substantial risk that the proceeds or price per unit that will be derived from such registration will be reduced or that the number of securities to be registered is too large a number to be reasonably sold, (i) first, the number of Company securities sought to be registered shall be included in such registration, (ii) next, the number of Registrable Securities offered by the 2019 Investors shall be included in such registration , and (iii) next, the number of Registrable Securities offered by (x) the Bona Vida Shareholders, (y) purchasers in the Company's December 2018 private placement and (z) the former members of Trupet LLC (other than the Company) shall be included in such registration statement, with each group of investors in clauses (x), (y) and (z) permitted to register one-third of any permissible sum (with each Bona Vida Shareholder allowed to include up to his Pro Rata Share) to the extent permitted by the Company's managing underwriter; provided, however, that, if the Investor would be required pursuant to the provisions of this Section 8 to reduce the number of Registrable Securities that it may include in such registration, the Investor may withdraw all or any portion of its Registrable Securities from such registration statement and may resume selling shares under the registration statement (assuming it is effective) referred to in Section 7 after the 90-day lock-up period.

9 . Rule 415; Cutback. If at any time the Commission staff takes the position that the registration of some or all of the Registrable Securities in a registration statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act or requires any Person registering Company securities as part of a registration statement contemplated hereunder to be named as an "underwriter," the Company shall use its commercially reasonable efforts to persuade the Commission staff that the offering contemplated by the registration statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Persons registering Company securities as part of a registration statement contemplated hereunder is an "underwriter." In the event that, despite the Company's commercially reasonable efforts and compliance with the terms of this Section 9, the Commission staff refuses to alter its position, the Company shall (a) remove from the registration statement such portion of the Company's securities and/or (b) agree to such restrictions and limitations on the registration and resale of the Company's securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the

"**SEC Restrictions**"); provided, however, that the Company shall not agree to name any Person registering Company securities as part of a registration statement contemplated hereunder as an "underwriter" in such registration statement without the prior written consent of such Person. Any cutback imposed pursuant to this Section 9 shall be allocated as follows: (i) first, the number of Company securities sought to be registered by the 2019 Investors shall be included in such registration, and (ii) next, to the extent permissible after giving effect to clause (i) of this Section 9, the Investor's Pro Rata Share of one-third of the remaining Company securities shall be included in such registration, unless the SEC Restrictions require otherwise.

10. Rule 144. The Company covenants that it will file the reports required to be filed under the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, in the event that the Company is not required to file such reports, it will make publicly available information as set forth in Rule 144(c)(2) promulgated under the Securities Act), and it will take such further action as the Investor may reasonably request, or to the extent required from time to time to enable the Investor to sell their Registrable Securities without registration under the Securities Act within the limitation of the exemption provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the Commission (collectively, "**Rule 144**"). Upon request of any Investor, the Company will deliver to the Investor a written statement as to whether it has complied with such requirements.

11. Severability. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

13. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

14. Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by Federal Express or similar overnight next business day delivery, or by email delivery followed by overnight next business day delivery as follows:

To the Company:	Better Choice Company Inc. 81 Prospect Street Brooklyn, New York 11201 Attention: Mike Young Email: myoung@cottcap.com
With a Copy to:	Nason, Yeager, Gerson, Harris & Fumero, P.A. 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, FL 33410 Attention: Michael D. Harris, Esq. Email: mharris@nasonyeager.com

To the Investor: to the address and email address listed on the signature page hereto or to such other address as any of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery. Time shall be counted from the date of transmission.

15. Oral Evidence. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver discharge or termination is sought.

16. Additional Documents. The parties hereto shall execute such additional instruments as may be reasonably required by their counsel in order to carry out the purpose and intent of this Agreement and to fulfill the obligations of the parties hereunder.

17. Governing Law. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the State of New York without regard to choice of law considerations.

18. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

19. Force Majure. The Company shall be excused from any delay in performance or for non-performance of any of the terms and conditions of this Agreement caused by any circumstances beyond its control, including, but not limited to, any Act of God, fire, flood, or government regulation, direction or request, or accident, interruption of telecommunications facilities, labor dispute, unavoidable breakdown, civil unrest or disruption to the extent that any such circumstances affect the Company's ability to perform its obligations under this Agreement or the ability of the Commission to perform its responsibilities under the Securities Act.

20. Investor Acknowledgement. The Investor acknowledges and agrees that the staff of the Commission has a policy limiting the number of shares that can be registered in any one or related registration statements, and that while the Company anticipates that there may be some room to include some of the Investor's Registrable Securities issued to the Investor in connection with the Merger Agreement, the ultimate decision will be made by the staff of the Commission. Consequently, the inability of the Company to include any of the Investor's Registrable Securities in a registration statement upon commercially reasonable efforts by the Company shall not be a violation of this Agreement by the Company.

21. Assignments and Transfers by the Investor. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investor and its successors and assigns. The Investor may transfer or assign, in whole or from time to time in part, to one or more persons its rights hereunder in connection with the transfer of Registrable Securities by the Investor to such person, provided that (i) the Investor agrees in writing with the transferee or assignee to assign such rights and a copy of such agreement is furnished to the Company within a reasonable time

after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (A) the name and address of such transferee or assignee and (B) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the Securities Act or applicable state securities laws; and (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

22. Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Investor, provided, however, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the shares of Common Stock are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investors in connection with such transaction unless such securities are otherwise freely tradable by the Investor after giving effect to such transaction.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed personally or by a duly authorized representative thereof as of the Execution Date.

BETTER CHOICE COMPANY INC.

By: _____
Name: David Lelong
Title: President

[FOR INDIVIDUAL]

Name of Holder:

_____

Address: _____
_____

Email: _____

[FOR ENTITY]

Name of Holder:

By: _____
Name:
Title:

Address: _____
_____

Email: _____

[*Signature Page to the Registration Rights Agreement*]

Exhibit 4.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is entered into as of May 6, 2019 (the "**Execution Date**") by and among Better Choice Company Inc., a Delaware corporation (the "**Company**"), and the undersigned (the "**Investor**").

WHEREAS, the Company intends to issue shares of its common stock to the Investor pursuant to that certain Securities Exchange Agreement, dated as of February 2, 2019, by and among the Company, Trupet LLC and the holders of the Membership Interests of Trupet LLC (the "**SEA**"); and

WHEREAS, Pursuant to Section 5.12 of the SEA, the Company has agreed to provide certain registration rights to the Investor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND THE COVENANTS AS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1 . Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

"2019 Shares" has the meaning assigned to it in Section 2(b) of this Agreement.

"**2019 Investors**" has the meaning assigned to it in Section 2(b) of this Agreement.

"**Agreement**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Applicable Stockholders**" has the meaning assigned to it in Section 2(c) of this Agreement.

"**Closing Date**" has the meaning assigned to it in Section 2.2(a) of the SEA.

"**Common Stock**" means the Company's authorized common stock, as constituted on the date of this Agreement, any stock into which such Common Stock may thereafter be changed and any stock of the Company of any other class, which is not preferred as to dividends or assets over any other class of stock of the Company and which is not subject to redemption, issued to the holders of shares of such Common Stock upon any re-classification thereof.

"**Commission**" means the Securities and Exchange Commission or any other governmental body at the time administering the Securities Act.

"**Company**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Demand Notice**" has the meaning assigned to it in Section 2(c) of this Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Forms**" means registration statements under the Securities Act, on Forms S-4 and S-8, or any successors thereto and any form used in connection with an initial public offering of securities.

"**Excluded Registration**" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

"**Execution Date**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Extra Shares**" has the meaning assigned to it in Section 2(b) of this Agreement.

"**Initial Registration**" has the meaning assigned to it in Section 2(a) of this Agreement.

"**Initiating Stockholders**" means, collectively, investors of the Company who properly initiate a registration request under this Agreement.

"**Investor**" has the meaning assigned to it in the introductory paragraph of this Agreement.

"**Other Shares**" has the meaning assigned to it in Section 4(f) of this Agreement.

"**Person**" includes any natural person, corporation, trust, association, company, partnership, joint venture, limited liability company and other entity and any government, governmental agency, instrumentality or political subdivision.

"**Pro Rata Share**" shall mean a number of Registrable Securities equal to the number of Registrable Securities received by the Investor divided by the total number of Registrable Securities received by all Trupet Members.

The terms "**register**," "**registered**" and "**registration**" refer to a registration effected by preparing and filing a registration statement on other than any of the Excluded Forms in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"**Registrable Securities**" means the Common Stock acquired by the Investor pursuant to the SEA and any securities of the Company issued with respect to such Common Stock by way of a stock dividend or stock split or in connection with a combination, recapitalization, share exchange, consolidation or other reorganization of the Company.

"**Rule 144**" has the meaning assigned to it in Section 10 of this Agreement.

"**SEA**" has the meaning assigned to it in the first WHEREAS clause.

"**SEC Restrictions**" has the meaning assigned to it in Section 9 of this Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Selling Expenses**" means all selling commissions, finder's fees and stock transfer taxes applicable to the Registrable Securities registered by the Investor and all fees and disbursements of counsel for the Investor.

"**Trupet Member**" shall mean a Person that receives shares of Common Stock on the Closing Date pursuant to the terms of the SEA.

2. Registration.

(a) Mandatory Registration. As soon as practicable following the Closing Date, the Company shall use commercially reasonable efforts to file a registration statement on Form S-1 (or other applicable form) with the Commission permitting the Investor to publicly sell some or all of its Registrable Securities (the "**Initial Registration**").

(b) Number of Registrable Securities. The number of Registrable Securities to be included as part of any registration statement shall be determined as follows: (i) the Company shall first include with such registration statement all shares of the Company's Common Stock (the "**2019 Shares**") sold to investors through a broker-dealer in a proposed securities offering closing on or about April 15, 2019 (the "**2019 Investors**"); and (ii) to the extent the Company may register a greater number of shares of the Company's Common Stock than those comprising the 2019 Shares (the "**Extra Shares**"), the Investor shall be entitled to register its Pro Rata Share of one-third (1/3) of such Extra Shares.

(c) Demand Registration. If at any time after the effective date of the Initial Registration, the Company receives a request from stockholders of the Company holding five percent (5%) of the Registrable Securities then outstanding that the Company file a registration statement with respect to the Registrable Securities then outstanding, then the Company shall (i) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all stockholders which have registration rights (the "**Applicable Stockholders**") other than the Initiating Stockholders; and (ii) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Stockholders, file a registration statement under the Securities Act covering all Registrable Securities that the Initiating Stockholders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Initiating Stockholders, as specified by notice given by each such stockholders to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of set forth herein.

3. Obligations of the Company. If and whenever the Company is required by the provisions hereof to effect or cause the registration of any Registrable Securities under the Securities Act as provided herein, the Company shall:

(a) use commercially reasonable efforts to prepare and file with the

Commission a registration statement with respect to such Registrable Securities and use commercially reasonable efforts to cause such registration statement to become and remain effective for the period referred to in Section 4(a);

(b) use commercially reasonable efforts to prepare and file with the Commission such amendments to such registration statement (including post-effective amendments) and supplements to the prospectus included therein as may be necessary to keep such registration statement effective, subject to the qualifications in Section 4(a), and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities covered by such registration statement during such period in accordance with the intended methods of disposition by the Investor set forth in such registration statement;

(c) furnish to the Investor such number of copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such registration statement (including each preliminary prospectus), in conformity with the requirements of the Securities Act, and such other documents, as each Investor may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities owned by the Investor;

(d) use its commercially reasonable efforts to register or qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Investor; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act; and provided further, that in no event shall any stockholders of the Company be required to place any shares of Common Stock in escrow in order to register or qualify the Registrable Securities.

(e) notify the Investor at any time when a prospectus relating to its Registrable Securities is required to be delivered under the Securities Act, of the Company's becoming aware that the prospectus included in the related registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare and furnish to the Investor a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the Investors of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(f) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission;

(g) use commercially reasonable efforts to cause Registrable Securities to be listed or quoted on each national securities exchange and/or in each trading market on which the Common Stock of the Company is then listed or quoted; and

(h) notify the Investor of any stop order threatened or issued by the Commission and take all actions reasonably necessary to prevent the entry of such stop order or to remove it if

entered.

4. Other Procedures.

(a) Subject to the Company's general obligation to use commercially reasonable efforts under Section 3, the Company shall be required to maintain the effectiveness of a registration statement (on Form S-1 or other applicable form) until the earlier of (i) the sale of all Registrable Securities or (ii) two (2) years from the effective date of the registration statement. The Company shall have no liability to the Investor for delays in the Investor being able to sell the Registrable Securities (x) as long as the Company uses commercially reasonable efforts to file a registration statement, amendments to the registration statement or supplements to a prospectus contained in a registration statement (including any amendment or post effective amendments), (y) where the required financial statements or auditor's consents are unavailable or (z) as provided in Section 4(f).

(b) In consideration of the Company's obligations under this Agreement, the Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e), the Investor shall forthwith discontinue his sale of Registrable Securities pursuant to the registration statement covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(e) and, if so directed by the Company, shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in the Investor's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

(c) The Company's obligation to file any registration statement or amendment, including any post-effective amendment, shall be subject to the Investor and each stockholder, as applicable, furnishing to the Company in writing such information and documents regarding such Investor and Applicable Stockholder of the Company and the distribution of such Investor's or Applicable Stockholder's Registrable Securities as may reasonably be required to be disclosed in the registration statement in question by the rules and regulations under the Securities Act. The Company's obligations are also subject to the Investor and each other Applicable Stockholder of the Company electing to include shares of Common Stock in such registration statement promptly executing any representation letter concerning compliance with Regulation M under the Exchange Act.

(d) If any such registration or comparable statement refers to the Investor by name or otherwise as a stockholder of the Company, but such reference to the Investor by name or otherwise is not required by the Securities Act or the rules thereunder, then each Investor shall have the right to require the deletion of the reference to the Investor, as may be applicable.

(e) In connection with the sale of Registrable Securities, the Investor shall deliver to each Investor a copy of the necessary prospectus and, if applicable, prospectus supplement, within the time required by Section 5(b) of the Securities Act.

(f) Notwithstanding the foregoing obligations, if the Company furnishes to stockholder of the Company requesting a registration pursuant to Section 3 a certificate signed by at least one (1) of the Company's chief executive officers stating that in the good faith judgment of the Board of Directors it would be materially detrimental to the Company and its stockholders

for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing for a period of not more than thirty (30) days after the request of the Initiating Stockholders is given; provided, however, that the Company may not invoke this right more than twice in any twelve (12)-month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such thirty (30)-day period other than an Excluded Registration.

5 . Registration Expenses. In connection with any registration of Registrable Securities pursuant to Section 2, the Company shall, whether or not any such registration shall become effective, from time to time, pay all expenses (other than Selling Expenses) incident to its performance of or compliance, including, without limitation, all registration, and filing fees, fees and expenses of compliance with securities or blue sky laws, word processing, printing and copying expenses, messenger and delivery expenses, fees and disbursements of counsel for the Company and all independent public accountants and other Persons retained by the Company.

6. Indemnification.

(a) Company Indemnification. The Company will indemnify the Investor and each stockholder of the Company who holds Registrable Securities (if Registrable Securities held by the Investor or such other stockholder are included in the securities as to which such registration is being effected), each of its officers and directors, partners, members and each person controlling such Investor within the meaning of Section 15 of the Securities Act, to the extent permitted by applicable law, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on (i) any untrue statement (or alleged untrue statement) of a material fact contained in any Registration Statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such Registration Statement, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or (ii) any violation by the Company of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Company in connection with any such registration; and in each case, the Company will reimburse the Investor and each such stockholder, each of its officers and directors, partners, members and each person controlling the Investor and each such stockholder, for any legal and any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on (A) any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by the Investor and each such stockholder or controlling person, and stated to be specifically for use therein, (B) the use by the Investor or any other stockholder of an outdated or defective prospectus after the Company has

notified the Investor or such other stockholder in writing that the prospectus is outdated or defective, (C) the Investor's or such other stockholder's (or any other indemnified person's) failure to send or give a copy of the prospectus or supplement (as then amended or supplemented), if required, pursuant to Rule 172 under the Securities Act (or any successor rule) to the Persons asserting an untrue statement or alleged untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such person if such statement or omission was corrected in such prospectus or supplement, or (D) any violation by the Investor or such other stockholder of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to the Investor or such other stockholder.

(b) Investor Indemnification. Each stockholder of the Company holding Registrable Securities will, if Registrable Securities held by such stockholder are included in the securities as to which such registration is being effected, severally and not jointly, indemnify the Company, each of its directors and officers, other holders of the Company's securities covered by such Registration Statement, each person who controls the Company within the meaning of Section 15 of the Securities Act, and each such holder, each of its officers and directors and each person controlling such holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, and only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by such stockholder and stated to be specifically for use therein, or (ii) any violation by such stockholder of the Securities Act, the Exchange Act, state securities laws or any rule or regulation promulgated under such laws applicable to such stockholder, and in each case, such stockholder will reimburse the Company, each other stockholder, and directors, officers, persons, underwriters or control persons of the Company and the other I for any legal or any other expenses reasonably incurred, as such expenses are incurred, in connection with investigating or defending any such claim, loss, damage, liability or action; provided, that the indemnity agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such indemnifying stockholder (which consent shall not be unreasonably withheld or delayed). The liability of any stockholder for indemnification under this Section 6(b) in its capacity as a seller of Registrable Securities shall not exceed the greater of (i) the amount of net proceeds to such stockholder of the securities sold in any such registration and (ii) the purchase price of the Shares paid by such stockholder.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6(a) or Section 6(b), such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the indemnifying Party of the commencement of such action. The indemnifying party shall be relieved of its obligations under this Section 6(c) to the extent that the indemnified party delays in giving notice and the indemnifying party is damaged or prejudiced by the delay. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying

party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so as to assume the defense thereof, the indemnifying party shall be responsible for any legal or other expenses subsequently incurred by the indemnifying party in connection with the defense thereof, provided, however, that, if counsel for an indemnified party shall have reasonably concluded that there is an actual or potential conflict of interest between the indemnified and the indemnifying party the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party, and such indemnifying party shall reimburse such indemnified party and any Person controlling such indemnified party for the fees and expenses of counsel retained by the indemnified party which are reasonably related to the matters covered by the indemnity agreement provided in this Section 6; provided, however, that in no event shall any indemnification by the Investor under this Section 6 exceed the net proceeds from the sale of Registered Securities received by the Investor. No indemnified party shall make any settlement of any claims indemnified against hereunder without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. In the event that any indemnifying party enters into any settlement without the written consent of the indemnified party the indemnifying party shall not, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff of a release of such indemnified party from all liability in respect to such claim or litigation.

(d) If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

(e) Notwithstanding any of the foregoing, if, in connection with an underwritten public offering of the Registrable Securities, the Company, the Investor and the underwriter(s) enter into an underwriting agreement relating to such offering which contains provisions covering indemnification among the parties, then the indemnification provision of this Section 6 shall be deemed inoperative for purposes of such offering.

7 . Certain Limitations on Registration Rights. At any time prior to the effectiveness of any registration statement filed pursuant to this Agreement, if the Company determines to file a registration statement with the Commission for the public sale of its securities and the managing underwriter of such offering offers to purchase the Registrable Securities for its own account at the same price including underwriting discounts and applicable expenses as paid to the Company, the Investor shall either (i) elect to include their Registrable Securities being registered pursuant to this Agreement in the registration statement covering the sale of the Company's securities, or (ii) immediately cease their public sales for a period of ninety (90) days following the effective date of the registration statement covering the sale by the Company. Additionally, the Investor may not participate in the registration statement relating to the sale by

the Company of its Common Stock as provided above unless the Investor enters into an underwriting agreement with the managing underwriter and completes and/or executes all questionnaires, indemnities and other reasonable documents requested by the managing underwriter. The Investor shall be deemed to have agreed by acquisition of its Registrable Securities not to effect any public sale or distribution, including any sale pursuant to Rule 144 under the Securities Act, of any Registrable Securities and to use its best efforts not to effect any such public sale or distribution of any other equity security of the Company (including any short sale) or of any security convertible into or exchangeable or exercisable for any equity security of the Company (other than as part of such underwritten public offering) within ten (10) days before or ninety (90) days after the effective date of such registration statement. In such event, the Investor shall, if requested, sign a customary market stand-off letter with the Company's managing underwriter, and to comply with applicable rules and regulations of the Commission.

8. Allocation of Securities Included in Registration Statement. In the case of a registration pursuant to Section 7 for the Company's account, if the Company's managing underwriter shall advise the Company and the Investor in writing that the inclusion in any registration pursuant hereto of some or all of (a) the Registrable Securities permitted to be registered by the Investor and securities offered by other stockholders, and (b) the Company's securities sought to be registered creates a substantial risk that the proceeds or price per unit that will be derived from such registration will be reduced or that the number of securities to be registered is too large a number to be reasonably sold, (i) first, the number of Company securities sought to be registered shall be included in such registration, (ii) next, the number of Registrable Securities offered by the 2019 Investors shall be included in such registration , and (iii) next, the number of Registrable Securities offered by (x) the Trupet Members, (y) purchasers in the Company's December 2018 private placement and (z) the former shareholders of Bona Vida, Inc. shall be included in such registration statement, with each group of investors in clauses (x), (y) and (z) permitted to register one-third of any permissible sum (with each Trupet Member allowed to include up to his Pro Rata Share) to the extent permitted by the Company's managing underwriter; provided, however, that, if the Investor would be required pursuant to the provisions of this Section 8 to reduce the number of Registrable Securities that it may include in such registration, the Investor may withdraw all or any portion of its Registrable Securities from such registration statement and may resume selling shares under the registration statement (assuming it is effective) referred to in Section 7 after the 90-day lock-up period.

9 . Rule 415; Cutback. If at any time the Commission staff takes the position that the registration of some or all of the Registrable Securities in a registration statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act or requires any Person registering Company securities as part of a registration statement contemplated hereunder to be named as an "underwriter," the Company shall use its commercially reasonable efforts to persuade the Commission staff that the offering contemplated by the registration statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Persons registering Company securities as part of a registration statement contemplated hereunder is an "underwriter." In the event that, despite the Company's commercially reasonable efforts and compliance with the terms of this Section 9, the Commission staff refuses to alter its position, the Company shall (a) remove from the registration statement such portion of the Company's securities and/or (b) agree to such restrictions and limitations on the registration and resale of the Company's securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the

"**SEC Restrictions**"); provided, however, that the Company shall not agree to name any Person registering Company securities as part of a registration statement contemplated hereunder as an "underwriter" in such registration statement without the prior written consent of such Person. Any cutback imposed pursuant to this Section 9 shall be allocated as follows: (i) first, the number of Company securities sought to be registered by the 2019 Investors shall be included in such registration, and (ii) next, to the extent permissible after giving effect to clause (i) of this Section 9, the Investor's Pro Rata Share of one-third of the remaining Company securities shall be included in such registration, unless the SEC Restrictions require otherwise.

10. Rule 144. The Company covenants that it will file the reports required to be filed under the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, in the event that the Company is not required to file such reports, it will make publicly available information as set forth in Rule 144(c)(2) promulgated under the Securities Act), and it will take such further action as the Investor may reasonably request, or to the extent required from time to time to enable the Investor to sell their Registrable Securities without registration under the Securities Act within the limitation of the exemption provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the Commission (collectively, "**Rule 144**"). Upon request of any Investor, the Company will deliver to the Investor a written statement as to whether it has complied with such requirements.

11. Severability. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

13. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

14. Notices and Addresses. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by Federal Express or similar overnight next business day delivery, or by email delivery followed by overnight next business day delivery as follows:

To the Company:	Better Choice Company Inc. 81 Prospect Street Brooklyn, New York 11201 Attention: Mike Young Email: myoung@cottcap.com
With a Copy to:	Nason, Yeager, Gerson, Harris & Fumero, P.A. 3001 PGA Boulevard, Suite 305 Palm Beach Gardens, FL 33410 Attention: Michael D. Harris, Esq. Email: mharris@nasonyeager.com

To the Investor: to the address and email address listed on the signature page hereto or to such other address as any of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery. Time shall be counted from the date of transmission.

15. Oral Evidence. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver discharge or termination is sought.

16. Additional Documents. The parties hereto shall execute such additional instruments as may be reasonably required by their counsel in order to carry out the purpose and intent of this Agreement and to fulfill the obligations of the parties hereunder.

17. Governing Law. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the State of New York without regard to choice of law considerations.

18. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

19. Force Majure. The Company shall be excused from any delay in performance or for non-performance of any of the terms and conditions of this Agreement caused by any circumstances beyond its control, including, but not limited to, any Act of God, fire, flood, or government regulation, direction or request, or accident, interruption of telecommunications facilities, labor dispute, unavoidable breakdown, civil unrest or disruption to the extent that any such circumstances affect the Company's ability to perform its obligations under this Agreement or the ability of the Commission to perform its responsibilities under the Securities Act.

20. Investor Acknowledgement. The Investor acknowledges and agrees that the staff of the Commission has a policy limiting the number of shares that can be registered in any one or related registration statements, and that while the Company anticipates that there may be some room to include some of the Investor's Registrable Securities issued to the Investor in connection with the SEA, the ultimate decision will be made by the staff of the Commission. Consequently, the inability of the Company to include any of the Investor's Registrable Securities in a registration statement upon commercially reasonable efforts by the Company shall not be a violation of this Agreement by the Company.

21. Assignments and Transfers by the Investor. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investor and its successors and assigns. The Investor may transfer or assign, in whole or from time to time in part, to one or more persons its rights hereunder in connection with the transfer of Registrable Securities by the Investor to such person, provided that (i) the Investor agrees in writing with the transferee or assignee to assign

such rights and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (A) the name and address of such transferee or assignee and (B) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the Securities Act or applicable state securities laws; and (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

22. Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Investor, provided, however, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the shares of Common Stock are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investors in connection with such transaction unless such securities are otherwise freely tradable by the Investor after giving effect to such transaction.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed personally or by a duly authorized representative thereof as of the Execution Date.

BETTER CHOICE COMPANY INC.

By: _____
Name: David Lelong
Title: President

[FOR INDIVIDUAL]

Name of Holder:

_____

Address: _____
_____

Email: _____

[FOR ENTITY]

Name of Holder:

By: _____
Name:
Title:

Address: _____
_____

Email: _____

[*Signature Page to the Registration Rights Agreement*]

Exhibit 10.1

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made and entered into by and between BETTER CHOICE COMPANY INC., a Delaware corporation ("Borrower"), and FRANKLIN SYNERGY BANK, a Tennessee banking corporation ("Lender"), as of this 6th day of May, 2019 (the "Closing Date").

WITNESSETH:

WHEREAS, Borrower has requested that Lender extend the credit facility to Borrower described herein; and

WHEREAS, subject to the terms and conditions hereof, Lender has agreed to extend such credit facility to Borrower conditioned upon Borrower entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS AND USAGE

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings, unless the context expressly requires otherwise:

(a) "Advance" means any advance or other extension of credit made by Lender to Borrower pursuant to this Agreement and the Promissory Note.

(b) "Assignment of Deposit Account" means that certain Assignment of Deposit Account executed by Borrower in favor of Lender with respect to the Money Market Account and dated as of even date herewith.

(c) "Authorized Representative" means the following, each of whom must be satisfactory to Lender for the specific purposes involved and appropriate to the type of person involved: (a) with respect to a corporation, the officer or officers of the corporation that are duly authorized to act for the corporation in the specified capacity under the Organizational Documents of the corporation or applicable law; (b) with respect to a partnership, the general partner or general partners of the partnership that are duly authorized to act for the partnership in the specified capacity under the Organizational Documents of the partnership or applicable law; (c) with respect to a limited liability company, the manager or members of the limited liability company that are duly authorized to act for the limited liability company in the specified capacity under the Organizational Documents of the limited liability company or applicable law; (d) with respect to a natural person, the natural person if competent and authorized to act for himself or herself in the specified capacity under applicable law, or if not, any guardian, custodian, personal representative or other person that is authorized to act for such natural person in the specified capacity under applicable law; (e) with respect to a trust, the trustee or trustees of the trust who are duly authorized to act for the trust in the specified capacity under the Organizational Documents of the trust or applicable law; and (f) with respect to any other type of organization, the officers, directors,

managers, officials or other representatives of the organization that are duly authorized to act for the organization in the specified capacity under the Organizational Documents of the organization or applicable law.

(d) "Business Day" means any day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the state in which notices are to be sent to Lender under Section 10.1 hereof.

(e) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(f) "Collateral" means any and all collateral securing or intended to secure the Obligations, as described in Article III hereof.

(g) "Commitment Fee" means an amount equal to TEN THOUSAND AND NO/100 DOLLARS ($10,000.00).

(h) "Conditions Precedent" means those matters or events that by the terms of the Loan Documents must be completed or must occur or exist before Lender would become obligated to fund any Advance, including those matters described in Article IV hereof.

(i) "Debt" means all of a Person's obligations, contingent or otherwise, that would be classified on its balance sheet as its liabilities in accordance with GAAP, including, in any event and without limitation, (a) liabilities secured by any mortgage, pledge or lien existing on Property owned by such Person, whether or not the liability secured thereby has been assumed by such Person; (b) all indebtedness and other similar monetary obligations of such Person; (c) all guaranties, obligations in respect of letters of credit, endorsements (other than endorsements of negotiable instruments for purposes of collection in the ordinary course of business), obligations to purchase goods or services for the purpose of supplying funds for the purchase or payment of Debt of others and other contingent obligations in respect of, or to purchase, or otherwise acquire, or advance funds for the purchase of, Debt of others; (d) all obligations of such Person to indemnify another Person to the extent of the amount of indemnity, if any, that would be payable by such Person at the time of determination; (e) the principal portion of all obligations of such Person under capital leases (specifically excluding obligations under operating leases), (f) all obligations of such Person to purchase or repurchase any accounts, instruments, chattel paper or general intangibles and (g) all obligations of such Person under any Hedging Agreement.

(j) "Default" means the occurrence of any Event of Default specified in Article 8 hereof, even though any requirement for notice or lapse of time or other condition precedent has not been satisfied.

(k) "Default Rate" means the lesser of (a) five percent (5%) above the Effective Rate, or (b) the highest interest rate permitted by applicable law.

(l) "Dollar(s)" and the sign "$" shall mean lawful money of the United States of America.

(m) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

(n) "Effective Rate" has the meaning ascribed to that term in the Note.

(o) "Event of Default" means the occurrence of any of the events specified in Article 8 hereof, provided that any requirement in Article 8 for notice or lapse of time or other condition precedent has been satisfied.

(p) "Financial Statements" means those financial statements of Borrower heretofore or hereafter delivered to Lender meeting the requirements in Section 6.11 hereof.

(q) "GAAP" means generally accepted accounting principles as in effect from time to time.

(r) "Governmental Authority" means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(s) "Governmental Requirements" means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices, determination, award, franchises, permits, licenses, authorizations, and demand letters of any Governmental Authority.

(t) "Guarantor" means, collectively, TruPet, LLC, a Delaware limited liability company, and Bona Vida Inc., a Delaware corporation.

(u) "Lender's Office" means the office location of Lender where notices are to be sent as set forth in Section 10.1 hereof.

(v) "Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute, or contract, and including the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale, sale of accounts or general intangibles, trust receipt or a lease, consignment, or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting any Property. For the purposes of this Agreement, Borrower shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement, financing lease, or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

(w) "Loan" means the loan facility described in Section 2.1 hereof and evidenced by this Agreement and the Note.

(x) "Loan Amount" means an amount equal to SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($6,200,000.00); provided, however, that in the event Borrower desires to decrease amount on deposit in the Money Market Account, as a

condition to such withdrawal the Loan Amount shall likewise be reduced and Borrower shall execute such documents as Lender may require to evidence such reduced Loan Amount.

(y) "Loan Documents" means, collectively, all of the agreements, documents, papers and certificates executed, furnished or delivered in connection with this Agreement (whether before, at, or after the Closing Date) or at any time evidencing or securing any of the Obligations, including this Agreement, the Note, the Security Documents and all other documents, certificates, reports, and instruments that this Agreement requires or that were executed or delivered (or both) at Lender's request.

(z) "Material Adverse Effect" or "Material Adverse Change" means, as applicable, a material adverse effect on, or material adverse change in, (a) the business, operations or financial condition of Borrower, (b) the ability of Borrower to perform its obligations under the Loan Documents, or (c) Lender's ability to enforce the rights and remedies granted under the Loan Documents, in all cases whether attributable to a single circumstance or event or an aggregation of circumstances or events.

(aa) "Maturity Date" has the meaning ascribed to that term in the Note.

(bb) "Money Market Account" means that certain Money Market Account Number 3048303 owned by Borrower and held by Lender.

(cc) "Note" means that certain Revolving Promissory Note made by Borrower payable to the order of Lender and dated as of even date herewith.

(dd) "Obligations" means any and all amounts and liabilities of any nature owing or to be owing by Borrower to Lender from time to time in respect of the Loan, whether now existing or hereafter incurred, and all of Borrower's undertakings in and under the Loan Documents including all agreements, representations, warranties, and covenants therein and all renewals, extensions, modifications, increases, restatements and amendments of any of the foregoing.

(ee) "Obligors" means any and all accommodation parties, endorsers, surety, guarantors and other parties liable on the Note (and, if applicable, any and all general partners of Borrower), including without limitation, subject to the completion of the mergers set forth in Section 2.2, Guarantor.

(ff) "Organizational Documents" means with respect to a corporation, its charter and bylaws, with respect to a limited liability company, its articles of organization and operating agreement, with respect to a limited partnership, its certificate of limited partnership and limited partnership agreement, with respect to a general partnership, its partnership agreement and with respect to a trust, its trust agreement, indenture of trust or other document establishing the trust, together with any and all amendments to any of the foregoing.

(gg) "PBGC" means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

(hh) "Person" (whether or not capitalized) means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust,

unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity.

(ii) "Plan" means any employee benefit or other plan established or maintained, or to which contributions have been made, by Borrower and covered by Title IV of ERISA or to which Section 412 of the Code applies.

(jj) "Property" or "Properties" means any interest in any kind of property or asset, whether real, personal, mixed, tangible or intangible.

(kk) "Security Agreement" means that certain Assignment and Security Agreement dated of even date herewith executed by Borrower (as Debtor) in favor of Lender (as Secured Party).

(ll) "Security Documents" means any and all agreements or instruments creating, evidencing or providing security at any time for the Obligations, including the Security Agreement and appropriate UCC-1 financing statements identifying Borrower as debtor and Lender as secured party.

(mm) "Service Contract" means a written contract pursuant to which Borrower is to provide equipment and services to third party customers, in each case to be evidenced by a written contract satisfactory to Lender.

(nn) "Solvent" means, with respect to any Person on a particular date, that as of such date (a) the fair value of the Property of such Person is greater than the total amount of Debt of such Person, (b) the present fair salable value of the Property of such Person is not less than the amount that will be required to pay the probable liability of such Person on its Debts as they become absolute and matured, (c) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which the Property of such Person would constitute an unreasonably small capital, and (d) such Person does not intend to, or believe or reasonably should have believed that it will, incur Debts beyond its ability to repay as they become due.

(oo) "State" means the state of Borrower's incorporation, organization or formation, as the case may be, which is described in the preamble of this Agreement.

(pp) "Transfer" means any voluntary or involuntary sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest.

(qq) "UCC" means the Uniform Commercial Code as in effect in the State, or, with respect to any particular matter, the Uniform Commercial Code as in effect in such other jurisdiction as may be required by law to govern such matter.

Section 1.2 Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

(b) All references herein to designated "Articles," "Sections" and other subdivisions or to lettered Exhibits or numbered Schedules are to the designated Articles, Sections and subdivisions hereof and the Exhibits and Schedules attached hereto unless expressly otherwise designated in context. All Article, Section, other subdivision and Exhibit and Schedule captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this Agreement.

(c) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

(d) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, other subdivision, Exhibit or Schedule.

(e) All Recitals set forth in, and all Exhibits and Schedules to, this Agreement are hereby incorporated into this Agreement by this reference except that in the event of any conflict between an Exhibit and/or Schedule and this Agreement or another Loan Document, the provisions of this Agreement or the Loan Document, as the case may be, shall prevail over such Exhibit and/or Schedule. Terms otherwise defined in the preamble or recitals hereof are incorporated into Section 1.1 hereof by this reference.

(f) No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.

(g) All references in this Agreement to a separate promissory note, deed of trust, instrument or other type of agreement are to such separate document as the same may be amended, restated, modified and/or supplemented from time to time pursuant to the applicable provisions thereof. Unless otherwise provided, all references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

(h) The words "Borrower" and "Lender" whenever used herein shall include the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them.

(i) Any appointment of Lender as Borrower's attorney-in-fact hereunder shall be deemed irrevocable and coupled with an interest.

(j) Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, such determination or calculation, to the extent applicable and except as otherwise specified in this Agreement, shall be made in accordance with GAAP consistent with those in effect at the Closing Date.

(k) Terms used in this Agreement and defined in the UCC shall have the same meanings herein, except as otherwise expressly provided or amplified (but not limited) herein.

(l) The terms of this Agreement shall govern if determined to be in conflict with the terms or provisions in any other Loan Document.

ARTICLE 2

LOAN FACILITY

Section 2.1 Loan Facility. Subject to the conditions and pursuant to the terms of the Loan Documents and in reliance upon the representations, warranties, and covenants set forth in the Loan Documents, and provided no Default or Event of Default has occurred, Lender agrees to make Advances under the Note from time to time in an aggregate amount less than or equal to the Loan Amount.

Section 2.2 Purpose. The proceeds of the Loan shall be used by Borrower refinancing of certain debt of the Guarantor entities in conjunction with a merger of the Guarantor entities into Borrower and other business purposes of Borrower.

Section 2.3 Interest; Repayment. The Loan shall bear interest at the Effective Rate and shall be repaid in accordance with the terms of the Note, provided, that all Obligations shall be due and payable in full on the Maturity Date.

Section 2.4 Borrowing Procedures. An Authorized Representative of Borrower shall request Advances be made to an operating account maintained with Lender. Upon satisfaction of the Conditions Precedent, Lender shall make the Advance by depositing the funds being advanced into Borrower's operating account with Lender on the date specified in such request, provided that if a request for an Advance is received by Lender later than 12:00 p.m. on a business day, Lender shall not be obligated to make such Advance until the next Business Day. Each request verbal or written by Borrower for any Advance shall constitute a representation and warranty by Borrower, as of the date the request or notice is given and as of the date of the Advance, that (i) such Authorized Representative of Borrower does not have knowledge of any Event of Default; and (ii) the representations and warranties contained herein are and will be true and correct, except as to changes occurring after the date of this Agreement caused by events, actions or transactions permitted under this Agreement.

Section 2.5 Payments; Debit Authority. Each payment under the Note (including any prepayment and payment of interest) shall be made to Lender at Lender's Office in Dollars and in immediately available funds on the date required by the Loan Documents. Lender may, but shall not be obligated to, debit the amount of any such payment which is not made by such time to any ordinary deposit account of Borrower with Lender. Any payment received by Lender after 2:00 p.m. at Lender's Office on a Business Day (or at any time on a day that is not a Business Day) shall be deemed made by Borrower and received by Lender on the following Business Day. Payments that are due on a day that is not a Business Day shall be payable on the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time at the interest rate specified in the Loan Documents.

Section 2.6 Commitment Fee. Borrower shall pay to Lender the Commitment Fee on the Closing Date in consideration of Lender's reserving and making available the money to fund the Note, and is payable by Borrower as compensation for Lender's standing ready to lend pursuant to this Agreement. This fee shall be deemed to have been unconditionally earned by Lender upon

the closing of the Loan, whether or not any proceeds of the Note are thereafter requested by Borrower or advanced by Lender.

Section 2.7 Required Prepayment. Upon the occurrence of an Event of Default, at Lender's option, all of the Obligations shall be payable immediately in cash or on such other terms as Lender may require.

Section 2.8 Optional Prepayment. Borrower may prepay the Loan in whole or in part without premium or penalty.

Section 2.9 Usury. The parties to this Agreement intend to conform strictly to applicable usury laws as presently in effect. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America and the state in which Lender's Office is located), then, in that event, notwithstanding anything to the contrary in any Loan Document or agreement executed in connection with or as security for the Obligations, Borrower and Lender agree as follows: (i) the aggregate of all consideration that constitutes interest under applicable law which is contracted for, charged, or received under any of the Loan Documents or agreements, or otherwise in connection with the Obligations, shall under no circumstance exceed the maximum lawful rate of interest permitted by applicable law, and any excess shall be credited on the Obligations by the holder thereof (or, if the Obligations shall have been paid and performed in full, refunded to Borrower); and (ii) in the event that the maturity of the Obligations is accelerated by reason of an election of the holder resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount of interest permitted by applicable law, and excess interest, if any, for which this Agreement provides, or otherwise, shall be canceled automatically as of the date of such acceleration or prepayment and, if previously paid, shall be credited on the Obligations (or, if the Obligations have been paid and performed in full, refunded to Borrower).

ARTICLE 3

COLLATERAL

Section 3.1 Collateral. The Obligations shall be secured by the following "Collateral," all of which shall be in such form and upon such terms and conditions satisfactory to Lender:

(a) Security Agreement. A first perfected security interest in all of Borrower's present and hereafter interest in the Property described in the Security Agreement.

(b) Assignment of Deposit Account. A collateral assignment of the Money Market Account pursuant to the Assignment of Deposit Account.

(c) Accounts. A first perfected security interest in all of Borrower's operating and deposit accounts held with Lender.

(d) Guaranties. Subject to the completion of the mergers set forth in Section 2.2, fully executed Guaranty Agreements executed by Guarantor.

(e) Other Documents. Such other documents, agreements, financing statements, affidavits, approvals, consents, opinions and other documents as Lender and its legal counsel deem necessary to adequately secure the Obligations.

Section 3.2 Release of Collateral. Provided no Default or Event of Default has occurred and is continuing, Lender shall release its lien against the Collateral upon Borrower's satisfaction and payment in full of the Obligations.

ARTICLE 4

CONDITIONS PRECEDENT

Lender's obligation to make the initial Advance on the Closing Date and each subsequent Advance is subject to the Conditions Precedent that Lender shall have received (or agreed in writing to waive or defer receipt of) all of the following, each duly executed, dated and delivered as of the Closing Date or the date of each Equipment Loan, in form and substance satisfactory to Lender and its legal counsel:

Section 4.1 Loan Documents. The Loan Documents, all duly executed and delivered by Borrower, and/or the other parties thereto, as applicable, and, in the case of each subsequent Advance subject to the completion of the mergers set forth in Section 2.2, each Guarantor, in such form as is satisfactory to Lender and its legal counsel.

Section 4.2 Organizational Documents. Copies of the Organizational Documents of Borrower, as amended to the Closing Date, certified by an Authorized Representative of Borrower and, in the case of each subsequent Advance subject to the completion of the mergers set forth in Section 2.2, copies of the Organizational Documents of each Guarantor certified by an Authorized Representative of each Guarantor.

Section 4.3 Resolutions. Certified copies of resolutions of the governing bodies of Borrower and, in the case of each subsequent Advance subject to the completion of the mergers set forth in Section 2.2, each Guarantor, authorizing the execution, delivery, and performance of all Loan Documents to which each is a party.

Section 4.4 Related Entity Documents. If Borrower has, directly or indirectly, any general partner, member, director, shareholder or other affiliated or related entity that is not a natural person and that is required to take any action or give any consent or approval (in the opinion of Lender or its legal counsel) in connection with the Loan, Borrower shall furnish to Lender appropriate certificates, Organizational Documents, resolutions and other documents for such related entity similar to those required of Borrower in this Article IV.

Section 4.5 Certificate of Existence. A certificate of existence regarding Borrower certified by the Secretary of State of the State, containing no facts objectionable to Lender.

Section 4.6 Intentionally Deleted.

Section 4.7 Financial Statements. The respective Financial Statements of, all containing no matters objectionable to Lender.

Section 4.8 Insurance. Evidence that Borrower has obtained policies of insurance as required by this Agreement and the Security Documents.

Section 4.9 Identification. The taxpayer identification number of.

Section 4.10 Patriot Act. Evidence as satisfactory to Lender that Borrower is in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as such may be amended from time to time.

Section 4.11 UCC Searches. Lender shall have received, at Borrower's expense, reports of searches of the central and local UCC records indicating no liens for Borrower objectionable to Lender.

Section 4.12 Other. Such other evidence, documents, certificates and items requested by Lender that are customarily provided in loan transactions of this type or necessary in connection with any other requirement hereof.

Section 4.13 Adverse Change. There shall not have occurred, in the opinion of Lender, any Material Adverse Change regarding any facts submitted to Lender in connection with the Loan from that which existed at the time Lender considered the issuance of the commitment letter for the Loan. In addition, Borrower shall not be involved in any litigation threatened or existing against Lender or any affiliate of Lender.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

As an inducement to Lender to enter this Agreement and make the Loan, Borrower represents and warrants to Lender that as of the Closing Date, and again as of the date of any Equipment Loan:

Section 5.1 Existence; Qualification. The entity type of Borrower is correctly described in the preamble hereof, and Borrower is duly organized, legally existing and in good standing under the laws of the State.

Section 5.2 Power and Authorization. (a) Borrower has the requisite power and authority to own its Properties and to transact the business in which it is now engaged or proposed to be engaged in; (b) Borrower is duly authorized and empowered to execute and deliver, and to perform and observe the terms and provisions of the Loan Documents to which it is a party and to carry out the transactions contemplated hereby and thereby; (c) all action on Borrower's part required to be taken for the due execution, delivery and performance of the Loan Documents has been duly and effectively taken; and (d) Borrower is duly qualified to do business in every jurisdiction where the character of its Properties or the nature of its activities makes such qualification necessary.

Section 5.3 Binding Obligations. This Agreement is, and the other Loan Documents, when executed and delivered in accordance with this Agreement, will be, legal, valid and binding obligations upon and against Borrower enforceable in accordance with their respective terms, subject to no defense, counterclaim, set off, or objection of any kind. Lender has taken no action nor has it failed to take any action that subjects Lender to any liability to Borrower.

Section 5.4 No Consent. The execution, delivery or performance of the Loan Documents by Borrower to which it is a party does not and will not require any registration with, consent or approval of, or notice to, or action by, any other Person.

Section 5.5 Location. Borrower's jurisdiction of organization is as set forth herein. Borrower shall notify Lender within at least thirty (30) days following any change in the location of its jurisdiction of organization.

Section 5.6 Financial Condition. The Financial Statements of Borrower heretofore delivered to Lender have been prepared in accordance with the accounting standards required by this Agreement, and present fairly in all material respects the financial condition of Borrower, as of the date or dates and for the period or periods stated therein, subject to finalizing adjustments determined not to be material. No Material Adverse Change has occurred since the date of such Financial Statements.

Section 5.7 Title. Borrower has good and marketable title to its Properties, free and clear of all Liens except those referenced or reflected in the Financial Statements of Borrower or those Liens securing the Obligations.

Section 5.8 Intellectual Property. Borrower possesses or has the right to use all trademarks, service marks, copyrights, trade names, patents, licenses, and other intellectual property, and rights therein, as are necessary for the conduct of its business as now conducted and presently proposed to be conducted, without conflict with the rights or claimed rights of others.

Section 5.9 Priority. The Loan Documents, when executed, acknowledged and delivered, and filed and recorded, as appropriate, grant to Lender a valid, enforceable and perfected first priority Lien in all Property in which such documents purport to convey or grant to Lender a lien or security interest. No chattel mortgage, bill of sale, security agreement, financing statement or other title retention agreement, except those executed in favor of or with the prior written consent of Lender, has been or will be executed with respect to such Property, and no Lien has attached or will attach with respect to such Property.

Section 5.10 No Legal Bar or Resultant Lien. Borrower's execution, delivery and performance of this Agreement and the other Loan Documents and the consummation of the transactions contemplated herein and therein, does not and will not: (a) contravene or breach any provisions of its Organizational Documents; (b) cause Borrower to be in default under, and will not violate any provisions of any Governmental Requirement presently in effect having application to Borrower or to the Property of Borrower; (c) result in any breach of, or constitute any default under, any indenture, mortgage, deed of trust, loan or credit agreement, or any other agreement, contract, lease or instrument to which Borrower is a party or by which Borrower may be bound or affected; or (d) result in, or require, the creation or imposition of any Lien upon or with respect to any Property now owned or hereafter acquired by Borrower other than Permitted Encumbrances, Liens contemplated by the Loan Documents or Liens otherwise disclosed to, and approved by, Lender in the Financial Statements of Borrower, and Borrower is not in violation of, has not breached, or is in default under any of the foregoing.

Section 5.11 Investments, Advances, and Guaranties. Borrower has not made investments in, advances to, or guaranties of the obligations of any Person, or committed or agreed

to undertake any of these actions or obligations, except as referred to or reflected in the Financial Statements of Borrower.

Section 5.12 Liabilities; Litigation; Labor Disputes; Etc. Borrower has no material liabilities (individually or in the aggregate) direct or contingent, except as reflected in the Financial Statements of Borrower. Except as reflected in such Financial Statements, there is no litigation, legal or administrative proceeding, investigation, or other action of any nature pending or, to the best knowledge of Borrower, threatened against or affecting Borrower that involves the possibility of any judgment or liability not fully covered by insurance. In addition, Borrower is not involved in any litigation threatened or existing against Lender or any affiliate of Lender. Borrower has not recently experienced and is not now experiencing any strike, labor dispute, slowdown, or work stoppage due to labor disagreements, and no such strike, dispute, slowdown, or work stoppage is threatened against Borrower.

Section 5.13 Compliance with Laws, Etc. Borrower is not in violation of, nor has Borrower received notice of any violation of, any Governmental Regulation to which Borrower or any of its Properties are subject. Borrower has not failed to obtain any license, permit, franchise, or other governmental authorization necessary to the ownership of any of its Properties or to the conduct of its business.

Section 5.14 Taxes; Governmental Charges. Borrower has filed or caused to be filed all tax returns and reports required to be filed with any Governmental Authority and Borrower has paid all due and payable taxes, assessments, fees, and other governmental charges levied upon it or upon any of its Properties or income, including interest and penalties, required to be paid to any Governmental Authority. Borrower has made all required withholding deposits.

Section 5.15 No Default. Borrower is not in default in any respect that affects its business, Properties, operations, or condition, financial or otherwise, under any indenture, mortgage, deed of trust, credit agreement, note, agreement, or other instrument to which Borrower is a party or by which it or its Properties are bound. Borrower is not in violation of its Organizational Documents. No Default or Event of Default has occurred as of the Closing Date.

Section 5.16 ERISA. Borrower is in compliance in all material respects with the applicable provisions of ERISA. Borrower has not incurred any material "accumulated funding deficiency" within the meaning of ERISA, and has not incurred any material liability to PBGC in connection with any Plan.

Section 5.17 Casualties; Taking of Collateral, Etc. Neither the business of Borrower nor the Collateral has been affected as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labor disturbance, embargo, cancellation of contracts, permits, concessions by any domestic or foreign government or any agency thereof, riot, activities of armed forces or Acts of God or of any public enemy.

Section 5.18 No Material Misstatements. No information, exhibit, or report furnished or to be furnished by Borrower to Lender in connection with this Agreement contain, as of the date thereof, or will contain as of the Closing Date, any material misstatement of fact or failed or will fail to state any material fact, the omission of which would render the statements therein materially false or misleading.

Section 5.19 Regulation U. Borrower does not intend to use any part of the proceeds of the Loan, and has not incurred any indebtedness to be reduced, retired or purchased by it out of such proceeds, for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, and it does not own and has no intention of acquiring any such margin stock.

Section 5.20 Solvency. Borrower is Solvent as of the Closing Date.

ARTICLE 6

AFFIRMATIVE COVENANTS

Borrower covenants that, during the term of this Agreement and until all Obligations shall have been paid and performed in full, unless Lender shall otherwise first consent in writing, Borrower shall:

Section 6.1 Payment and Performance. Pay and perform the Obligations according to the terms of the Loan Documents and do and perform, and cause to be done and to be performed, every act and discharge all of the Obligations provided to be performed and discharged by Borrower under the Loan Documents, at the time or times and in the manner specified.

Section 6.2 Expenses. Borrower agrees to pay on demand all out of pocket costs and expenses of Lender (including the reasonable fees and out of pocket expenses of Lender's attorneys, paralegals, accountants, auditors, and consultants) incurred by Lender in connection with the preparation, execution, delivery, administration, interpretation, amendment, waiver or enforcement of this Agreement or the other Loan Documents, or in the protection of Lender's rights under the Loan Documents (including any suit for declaratory judgment or interpretation of the provisions hereof and any bankruptcy, insolvency or condemnation proceedings involving Borrower, its Property, and/or any Collateral). In addition, Borrower agrees to pay, and to hold Lender harmless from all liability for, any stamp, recording, intangibles or other taxes payable in connection with the execution or delivery of this Agreement, the Advances, the Collateral, or the issuance or delivery of the Note or any other Loan Documents, excluding, however, taxes based upon the income or assets of Lender. Upon Lender's request, Borrower shall promptly reimburse Lender for all amounts expended, advanced, or incurred by Lender in endeavoring to satisfy any obligation of Borrower under this Agreement or any other Loan Documents, or to perfect a Lien in favor of Lender, or to protect the Property or to collect the Obligations, or to enforce or protect the rights of Lender under this Agreement or any other Loan Document, including all court costs, attorney's and paralegal's fees, fees of auditors and accountants, and investigation expenses reasonably incurred by Lender in connection with any such matters, and all such amounts shall bear interest at the Default Rate until paid in full. All obligations of Borrower under this Section shall be part of the Obligations and shall survive any termination of this Agreement.

Section 6.3 ERISA Information and Compliance. Comply with ERISA and all other applicable laws governing any pension or profit sharing plan or arrangement to which Borrower is a party. Borrower shall provide Lender with notice of any "reportable event" or "prohibited transaction" or the imposition of a "withdrawal liability" within the meaning of ERISA.

Section 6.4 Taxes and Other Liens. Promptly pay and discharge (in any event, prior to delinquency) all taxes, assessments, and governmental charges or levies imposed upon it or upon

any of its Properties by any Governmental Authority as well as all claims of any kind (including claims for labor, materials, supplies, and rent) which, if unpaid, might become a Lien upon any or all of its Properties; provided, however, that Borrower shall not be required to pay any such tax, assessment, charge, levy, or claim if the amount, applicability, or validity thereof shall currently be contested in good faith by appropriate proceedings diligently conducted and if Borrower shall establish reserves therefor adequate under GAAP.

Section 6.5 Maintenance. (a) Do or cause to be done all things necessary to preserve and keep in full force and effect Borrower's entity existence, name, rights, and franchises; (b) maintain the Property in good and workable condition at all times and continue its ownership in the same, and make all repairs, replacements, additions, and improvements thereto reasonably necessary and; and (c) maintain capital sufficient to operate its business and to perform and/or pay all Obligations as they become due.

Section 6.6 Further Assurances. Promptly cure any defects in the creation, issuance, and delivery of the Loan Documents at Borrower's expense. Borrower, at Borrower's expense, will promptly execute and deliver to Lender upon request all such other and further agreements and instruments in compliance with or accomplishment of the covenants and agreements of Borrower in the Loan Documents, or to evidence further and to describe more fully any Collateral, or to correct any omissions in the Loan Documents, or to state more fully the Obligations and agreements set out in any of the Loan Documents, or to perfect, protect, or preserve any Liens created pursuant to any of the Loan Documents, or to make any recordings, to file any notices, or to obtain any consents, all as may be reasonably necessary or appropriate in connection therewith for so long as those "further assurances" advance the spirit and letter of this Agreement.

Section 6.7 Compliance with Laws. Observe and comply with all applicable Governmental Regulations, including all labor laws, to which Borrower, or any of Borrower's Properties are subject, and will promptly pay when due all taxes and assessments upon Borrower's Properties, and all claims for labor or materials, rents, and other obligations that, if unpaid, will or might become a Lien against Borrower's Properties. In the event any such liability or obligation is contested by Borrower in good faith, Borrower shall establish reserves with Lender and/or obtain a bond in amount, form and substance satisfactory to Lender to meet such liabilities or obligations.

Section 6.8 Books and Records. Keep books of record and account, in which full, true, and correct entries will be made of all dealings or transactions in accordance with sound accounting principles consistently applied, except only for changes in accounting principles or practices with which Borrower's certified public accountants concur and which changes have been reported to Lender in writing and with an explanation thereof. Borrower's books and records shall at all times be maintained at the address for Borrower set forth in this Agreement. Lender, or any of its agents, employees, or representatives, at Lender's expense shall have the right to visit Borrower's place or places of business, at intervals determined by Lender, and, without hindrance or delay, to inspect, audit, check, and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to Borrower's operations; provided that upon the occurrence and during the continuance of an Event of Default and after the expiration of any applicable notice and cure periods, the cost of such review shall be at Borrower's expense. Lender shall have the right to discuss such matters with Borrower's Authorized Representatives and accountants at all times.

Section 6.9 Notice of Certain Events. Promptly give to Lender, if Borrower learns of the occurrence of any of the following events, notice of (a) any event that constitutes a Default or Event of Default, together with a detailed statement by a responsible officer of Borrower of the steps being taken as a result thereof; (b) the receipt of any notice from, or the taking of any other action by, the holder of any promissory note, debenture, or other evidence of Debt of Borrower or of any security (as defined under the Securities Act of 1933, as amended) of Borrower with respect to a claimed default, together with a detailed statement by a responsible officer of Borrower specifying the notice given or other action taken by such holder and the nature of the claimed default and what action Borrower is taking or proposes to take with respect thereto; (c) any legal, judicial, or regulatory proceedings affecting Borrower in which the amount involved is material and is not covered by insurance or which, if adversely determined, would have a Material Adverse Effect; (d) any dispute between Borrower and any Governmental Authority or any other Person which, if adversely determined, might interfere with the normal business operations of Borrower; or (e) any Material Adverse Changes from any facts reflected in the financial statements of Borrower delivered to Lender pursuant to this Agreement or from the facts warranted or represented in any Loan Document.

Section 6.10 Insurance. Obtain and maintain, in amount, form and substance, and with insurers satisfactory to Lender, and shall provide to Lender evidence of, the following insurance in connection with the Loan and the Property:

(a) General Liability. Commercial general liability insurance in an amount not less than $1,000,000.00 on an "occurrence basis" and $2,000,000.00 on an aggregate basis insuring Borrower and Lender against claims for personal injury, including bodily injury, death or property damage. Said insurance is to be kept in full force and effect at all times throughout the term of this Agreement until the full payment and performance of the Obligations.

(b) Worker's Compensation. Worker's compensation insurance covering Borrower and its employees, as required by applicable law, which shall contain an agreement to notify Lender in writing at least thirty (30) days prior to any cancellation or amendment of such policy. Said insurance is to be kept in full force and effect at all times throughout the term of this Agreement until the full payment and performance of the Obligations.

(c) Other. Such other insurance, in such amounts and for such terms, as may from time to time be reasonably required by Lender insuring against such other casualties or losses which at the time are commonly insured against by those in Borrower's business.

The policy described in (a) above shall be evidenced by an Acord 25 certificate naming Lender as additional insured (and an additional insured endorsement to said policy in form and substance satisfactory to Lender shall be delivered to Lender on or prior to the Closing Date) and shall provide that Lender shall receive not less than thirty (30) days written notice prior to amendment or cancellation. Borrower will notify Lender of any change in the status of the insurance required above within five (5) Business Days of Borrower's receipt of notice of any such change. The proceeds of the policy described in (a) above shall be payable by check to Lender or jointly payable to Borrower and to Lender, in Lender's discretion, and shall be delivered to Lender, and such proceeds (after deducting Lender's reasonable costs and expenses of obtaining such proceeds) shall be applied by Lender, at Lender's sole option.

Section 6.11 Financial Statements and Reports. Promptly furnish to Lender:

(a) As soon as available, and in any event within thirty (30) days after the end of each calendar month, Borrower shall furnish to Lender monthly company prepared financial statements of Borrower prepared by Borrower and certified as true and correct by an Authorized Representative of Borrower.

(b) Borrower shall cause Lender to receive the annual local, state and federal tax returns for Borrower for the immediately preceding month within thirty (30) days following the filing of such tax return with the applicable governmental entity during the term of the Loan and until the Note has been repaid in full. Each tax return shall be certified as true and correct by an Authorized Representative of Borrower.

(c) Following the occurrence of a Default or an Event of Default and upon Lender's request thereafter, Borrower shall provide to Lender updated financial statements for Borrower within ten (10) days from the date of the such request, which shall be certified as true and correct by an Authorized Representative Borrower. Except as otherwise provided in this Section, the financial statements required under this Section shall be prepared using GAAP and shall include a balance sheet, an income statement, a statement of cash flow, a statement of contingent liabilities, and such other information as may be requested by Lender.

Section 6.12 Capital. At all times maintain capital sufficient to operate its business and to perform and/or pay all Obligations as they become due, including payments due with respect to the Note.

Section 6.13 Intentionally Deleted.

ARTICLE 7

NEGATIVE COVENANTS

Borrower covenants and agrees that, during the term of this Agreement and until all Obligations shall have been paid and performed in full, unless Lender shall otherwise first consent in writing, Borrower will not, either directly or indirectly:

Section 7.1 Transfer. Transfer, or permit to exist any Transfer of, or Lien on, the Collateral, except, subject to all other provisions of this Article, the foregoing restrictions shall not apply to sales or leases otherwise permitted by Lender in writing.

Section 7.2 Proceeds of Loan. Permit the proceeds of the Loan to be used for any purpose other than those permitted under this Agreement.

Section 7.3 Structure. Suffer or permit any material change to be made to Borrower's ownership or management structure or the character of its business as carried on as of the Closing Date without the prior written consent of Lender. Notwithstanding the foregoing, Borrower intends to merge both Guarantor entities into Borrower, and nothing in this Agreement shall be deemed to prevent such merger or to constitute a default or Event of Default in the event such mergers occur.

Section 7.4 Assignment. Assign or transfer any of Borrower's rights, remedies, powers, duties, liabilities or obligations arising under or pursuant to any of the Loan Documents.

Section 7.5 Additional Debt. Incur, create, assume, or in any manner become or be liable with respect to any Debt other than Debt owed to Lender.

Section 7.6 Sale of Assets, Dissolution, Etc. (a) Sell, lease, transfer or otherwise dispose of any of its property which is not classified as Collateral, except in the ordinary course of business for fair market value or more (as used herein "fair market value" shall be that amount which is within ten percent (10%) of the appraised value of any of such assets); (b) suffer or permit in whole or in part dissolution or liquidation; (c) enter into any arrangement, directly or indirectly, with any Person whereby Borrower shall Transfer any Property used and/or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property which Borrower intends to use for substantially the same purpose or purposes as the Property being sold or transferred; or (d) make or obtain any acquisition of all or substantially all of the Property or assets of any other Person, or merge or consolidate with or into, or Transfer (whether in one transaction or in a series of transactions) all or substantially all of its Properties to any Person.

Section 7.7 Inconsistent Agreements. Enter into any agreement containing any provision that would be violated or breached by the performance by Borrower of its Obligations.

ARTICLE 8

EVENTS OF DEFAULT

The occurrence of any of the following events (each an "Event of Default") shall terminate any obligations on the part of Lender to make any Advance hereunder and, at the option of Lender, shall make all sums of principal, interest and expenses remaining unpaid on the Loan immediately due and payable, without notice of default, presentment or demand for payment, protest, or notice of nonpayment or dishonor, or other notices or demands of any kind, except as hereinafter specified:

Section 8.1 Principal and Interest Payments. Borrower fails to make payment of any installment of principal or interest on the Obligations within ten (10) days of the date when due.

Section 8.2 Representations and Warranties. Any representation or warranty made by or on behalf of Borrower or any Obligor in any Loan Document appears to have been incorrect in any material respect as of the date thereof, or any representation, warranty, statement (including financial statements), certificate, or data furnished or made by or on behalf of Borrower or any Obligor in any Loan Document appears to have been untrue in any material respect as of the date as of which the facts therein set forth were stated or certified.

Section 8.3 Obligations. Excluding obligations set forth in this Article 8, Borrower or any Obligor fails to perform any of its agreements, obligations or covenants as required by and contained in any Loan Document and fails to cure such non-performance within fifteen (15) days after the earlier of (a) receipt by Borrower of written notice from Lender notifying Borrower that a breach or default has occurred, or (b) actual knowledge by Borrower that a breach or default has

occurred; provided that no notice or cure period shall be applicable to a default occurring under any of the following sections or articles hereof:Section 6.10 and Article 7.

Section 8.4 Involuntary Bankruptcy or Receivership Proceedings. Any of the following events or conditions occurs with respect to Borrower or any Obligor: (a) a receiver, custodian, liquidator, or trustee of itself or of any of the Property of Borrower or any Obligor is appointed by the order or decree of any court or agency or supervisory authority having jurisdiction; or (b) any of the Property of Borrower or any Obligor is sequestered by court order; or (c) a petition is filed against Borrower or any Obligor under any state or federal bankruptcy, reorganization, debt arrangement, insolvency, readjustment of debt, dissolution, liquidation or receivership law of any jurisdiction, whether now or hereafter in effect.

Section 8.5 Voluntary Petitions. Borrower or any Obligor files (or takes formal action authorizing the filing of or takes affirmative steps to prepare to file) a voluntary bankruptcy petition or other petition to seek relief under any provision of any bankruptcy, reorganization, debt arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction or consents to the filing of any such petition against it under any such law.

Section 8.6 Assignments for Benefit of Creditors, Etc. Borrower or any Obligor makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of Borrower or of all or any part of its Property.

Section 8.7 Discontinuance of Business, Merger, Control, Etc. Borrower or any Obligor (a) discontinues its usual business; (b) ceases to continue its current operations in the manner and scope conducted on the date of this Agreement; (c) merges or consolidates into any other entity, other than Borrower; (d) dies or commences to dissolve, wind-up or liquidate itself or (e) experiences a change of control in its ownership or management without the prior written consent of Lender;

Section 8.8 Cross Default on Other Debt or Security. Subject to any applicable grace period or waiver prior to any due date, Borrower or any Obligor fails to make any payment due on any Debt or on any security (as "security" is defined for purposes of the federal securities laws) or any event shall occur or any condition shall exist with respect to any Debt or security of Borrower or any Obligor or under any agreement securing or relating to such Debt or security, the effect of which is to cause or to permit any holder or trustee of such Debt or other security or a trustee to cause (whether or not such holder or trustee elects to cause) any or all of such Debt or security to become due prior to its stated maturity or prior to its regularly scheduled dates of payment.

Section 8.9 Undischarged Judgments. If judgment for the payment of money is rendered by any court or other Governmental Authority against Borrower which is not fully covered by valid collectible insurance and such remains unpaid or not bonded (to Lender's satisfaction) in full within thirty (30) days after such judgment is entered.

Section 8.10 Violation of Laws. Borrower or any Obligor materially violates or otherwise materially fails to comply with any Governmental Regulation or Borrower or any Obligor fails or refuses at any and all times to remain current on its financial reporting requirements pursuant to such Governmental Regulations.

Section 8.11 Litigation. Should a court order, injunction, or judgment be issued in connection with any litigation, the effect of which would have a Material Adverse Effect on Borrower or any Obligor.

Section 8.12 Fire or Casualty. Should any portion of the Collateral be materially damaged or destroyed by fire or other casualty, which is not adequately covered by insurance (as determined by Lender in the exercise of its discretion) to effect the full and complete repair or replacement of same to the satisfaction of Lender.

Section 8.13 Levy. A levy shall be made under any legal process on the Property, and such levy is not removed within thirty (30) days following such levy.

Section 8.14 Attachment of Liens to Property. Attachment of any involuntary Lien upon the Collateral which is not removed within thirty (30) days after the attachment.

Section 8.15 Material Adverse Change. The occurrence of any Material Adverse Change or any event that would result in a Material Adverse Effect.

Section 8.16 Failure of Merger. The failure to complete the mergers contemplated by Section 2.2 of this Agreement no later than May 10, 2019.

ARTICLE 9

REMEDIES

Section 9.1 General Remedies. Upon the occurrence of an Event of Default, Lender may declare the entire principal amount of all Obligations then outstanding, including interest accrued thereon, to be immediately due and payable without presentment, demand, protest, notice of protest, or dishonor or other notice of default of any kind, all of which Borrower, to the extent permitted by applicable law, hereby expressly waives, and, at Lender's sole discretion and option, all obligations of Lender under this Agreement shall immediately cease and terminate unless and until Lender shall reinstate such obligations in writing. Such acceleration and cessation of Lender's obligations shall occur automatically, without any declaration by Lender or any notice, upon the occurrence of an Event of Default under Sections 8.4, 8.5 and 8.6 hereof. Upon the occurrence of any Event of Default, Lender may also exercise all rights against Collateral set forth in the Loan Documents or afforded a creditor under applicable law, including all rights and remedies afforded by the UCC, and/or bring an action to protect or enforce its rights under the Loan Documents or seek, collect or enforce the Obligations by any lawful means. All remedies provided in this Agreement or in any other Loan Document shall be cumulative, in addition to all other remedies available to Lender under the principles of law and equity or pursuant to any other body of law, statutory or otherwise, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

Section 9.2 Default. Upon the occurrence of a Default or at any time thereafter until such Default no longer exists, Borrower agrees that Lender, in its sole discretion, and may immediately cease making Advances or Equipment Loans, all without liability whatsoever to Borrower or any other Person, all of which is expressly waived hereby. Borrower releases Lender from any and all liability whatsoever, whether direct, indirect, or consequential, and whether seen or unforeseen, resulting from or arising out of or in connection with Lender's determination to cease making Advances pursuant to this Section.

Section 9.3 No Waiver. The acceptance by Lender at any time and from time to time of part payment on the Note shall not be deemed to be a waiver of any Default or Event of Default then existing. No delay or omission by Lender to exercise any right, power or remedy accruing to Lender upon any Default or Event of Default under this Agreement or the other Loan Documents shall impair any such right, power or remedy of Lender, nor shall it be construed to be a waiver of any such Default or Event of Default or an acquiescence therein, or in any similar Default or Event of Default thereafter occurring; nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof, or the exercise of any other right or power of Lender under this Agreement or the other Loan Documents; nor shall any waiver or any single Default or Event of Default be deemed a waiver of any other Default or Event of Default theretofore or thereafter occurring, or be deemed to be a continuing waiver. Any waiver, permit, consent or approval of any kind or character on the part of Lender of any Default or Event of Default, or any waiver on the part of Lender of any provision or condition of this Agreement or the other Loan Documents, must be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 9.4 Lender's Performance of Borrower's Covenants and Duties. Should any covenant, duty or agreement of Borrower fail to be performed in accordance with its terms hereunder or under any other Loan Document, Lender may, at its option, perform, or attempt to perform, such covenant, duty or agreement on behalf of Borrower. Borrower shall, at the request of Lender, promptly pay any amount expended by Lender in such performance or attempted performance to Lender, together with interest thereon at the Default Rate from the date of such expenditure by Lender until paid; except that Lender does not assume and shall not have, except by express written consent of Lender, any liability for the performance of any duties of Borrower under this Agreement or under the other Loan Documents.

Section 9.5 Right of Set off. Upon the occurrence and during the continuance of any Event of Default, Lender is authorized, at any time and from time to time, without notice to Borrower (any such notice being expressly waived by Borrower), to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Lender to or for the credit or the account of Borrower against any and all of the Obligations, irrespective of whether or not Lender shall have accelerated the Obligations or made any demand under this Agreement or the Note and although such obligations may be unmatured.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1 Notices. All notices, requests, demands, directions and other communications (collectively "notices") required under this Agreement shall be in writing (including communication by facsimile transmission) and shall be sent by hand, by registered or certified mail return receipt requested, by overnight courier service maintaining records of receipt, or by facsimile transmission with confirmation in writing mailed first class, in all cases with charges prepaid. Any such properly given notice shall be effective upon the earlier of receipt or (a) the date delivered by hand, or (b) the third Business Day after being mailed, or (c) the following Business Day if sent by overnight courier service, or (d) upon sender's receipt of transmission confirmation, if sent by facsimile. All notices shall be sent to the applicable party at its address

(or facsimile number) set forth below or in accordance with the last written direction from such party to the other party hereto:

Borrower: Better Choice Company Inc.
81 Prospect Street
Brooklyn, New York 11201
Attention: Damian Dalla-Longa
Fax: N/A

With a copy to: Latham & Watkins LLP
885 Third Avenue
New York, New York 10022-4834
Attention: Erika L. Weinberg
Fax: (212) 751-4864

Lender: Franklin Synergy Bank
3325 West End Avenue
Nashville, Tennessee 37203
Attention: Melinda Bailey
Fax: (615) 515-8100

With a copy to: Thompson Burton PLLC
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attention: J. Bryan Echols
Fax: (615) 807-6804

Section 10.2 Term of This Agreement. This Agreement shall be binding on Borrower as long as any portion of the Obligations remains outstanding or Lender has any obligations to make Advances hereunder, provided however, Borrower's representations and warranties, and Borrower's agreements of indemnity shall survive the payment and performance in full of the Obligations and shall continue in full force and effect so long as the possibility of such liabilities, claims, or losses exists.

Section 10.3 Invalidity. If any one or more of the provisions contained in any Loan Document for any reason shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of any Loan Document.

Section 10.4 Survival of Agreements. All representations and warranties of Borrower in this Agreement and the other Loan Documents and all covenants and agreements in this Agreement and the other Loan Documents not fully performed before the Closing Date of this Agreement shall survive the Closing.

Section 10.5 Successors and Assigns. Borrower shall not assign its rights or delegate its duties under this Agreement or any other Loan Document. All covenants and agreements made by or on behalf of Borrower in any Loan Document shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

Section 10.6 Renewal, Extension, or Rearrangement. All provisions of this Agreement or any other Loan Document relating to the Obligations shall apply with equal force and effect to each and all promissory notes, amendment, restatement or other modification hereafter executed which in whole or in part represent a renewal, extension for any period, increase, or rearrangement of any part of the Obligations.

Section 10.7 Waivers. Pursuant to Tennessee Code Annotated Section 47-50-112, no action or course of dealing on the part of Lender, its officers, employees, consultants, or agents, nor any failure or delay by Lender with respect to exercising any right, power, or privilege of Lender under any Loan Document shall operate as a waiver thereof, except as otherwise provided in such Loan Document. Lender may from time to time waive any requirement hereof, including any of the Conditions Precedent; however, no waiver shall be effective unless in writing and signed by Lender. The execution by Lender of any waiver shall not obligate Lender to grant any further, similar, or other waivers.

Section 10.8 Construction; Governance. This Agreement and the other Loan Documents constitute a contract made under and shall be construed in accordance with and governed by the laws of the state in which Lender's Office is located (without regard to its conflict of law principles). The terms of this Agreement shall govern if determined to be in conflict with the terms or provisions in any other Loan Document.

Section 10.9 Nature of Commitment. Lender's obligation to accept the Note or make any Advances thereunder shall be deemed to be pursuant to a contract to make a loan or to extend debt financing or financial accommodations to or for the benefit of Borrower within the meaning of Sections 365(c(2) and 365(e)(2)(B) of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq.

Section 10.10 Disclosures. Every reference in this Agreement to disclosures of Borrower to Lender (except the subsequent Financial Statements of Borrower), to the extent that such references refer or are intended to refer to disclosures at or prior to the execution of this Agreement, shall be deemed strictly to refer only to written disclosures delivered to Lender concurrently with the execution of this Agreement and referred to specifically in the Loan Documents. The parties hereto intend that such disclosures are to be limited to those presented in an orderly manner at the time of executing this Agreement and are not to be deemed to include expressly or impliedly any disclosures that previously may have been delivered from time to time to Lender, except to the extent that such previous disclosures are again presented to Lender in writing concurrently with the execution of this Agreement.

Section 10.11 Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may

have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Section 10.12 Distribution of Information. Borrower hereby authorizes Lender, as Lender may elect in its sole discretion, to discuss with and furnish to any affiliate of Lender, to any government or self-regulatory agency with jurisdiction over Lender, or to any participant or prospective participant, all financial statements, audit reports and other information pertaining to Borrower and any Obligor whether such information was provided by Borrower or prepared or obtained by Lender or third parties. Neither Lender nor any of its employees, officers, directors or agents make any representation or warranty regarding any audit reports or other analyses of Borrower which Lender may elect to distribute, whether such information was provided by Borrower or prepared or obtained by Lender or third parties, nor shall Lender or any of its employees, officers, directors or agents be liable to any Person receiving a copy of such reports or analyses for any inaccuracy or omission contained in such reports or analyses or relating thereto.

Section 10.13 Entire Agreement; No Oral Representations. This Agreement represents the entire agreement between the parties hereto except for such other agreements set forth in the Loan Documents, superseding any and all other agreements, promises or representations existing prior to or made simultaneously with this Agreement. Any oral statements regarding the subject matter of this Agreement are merged herein.

Section 10.14 Amendments. Neither this Agreement nor any of the other Loan Documents may be modified or amended except in writing signed by the parties hereto or thereto.

Section 10.15 Indemnification. It is agreed that Lender has not made Borrower its agent and their relationship is merely one between a lender and a borrower. Borrower shall indemnify Lender and the respective directors, officers, employees, agents and advisors of Lender (each, an "Indemnitee") against, and hold each of them harmless from, any and all costs, losses, liabilities, claims, damages and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, which may be incurred by or asserted against any Indemnitee arising out of, in connection with or as a result of (a) the execution or delivery of this Agreement or any other Loan Document, the performance by Borrower of the obligations or the consummation of any of the transactions contemplated hereby or thereby; (b) the disbursement of any Advance or any actual or proposed use of the proceeds therefrom; or (c) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort, or any other theory and regardless of whether any Indemnitee is a party thereto. The foregoing provision shall survive the term of this Agreement and the payment and performance in full of the Obligations and shall continue in full force and effect so long as the possibility of such liabilities, claims or losses exists. All amounts due under this Section shall be payable promptly by Borrower after written demand by Lender.

Section 10.16 No Marshalling of Assets. Lender may proceed against the Collateral and against parties liable therefore in such order as it may elect, and neither Borrower nor any Obligor nor any creditor of Borrower shall be entitled to require Lender to marshall assets. The benefit of any rule of law or equity to the contrary is hereby expressly waived.

Section 10.17 Impairment of Collateral. Lender may, in its sole discretion, release any of the Collateral or release any party liable therefore. The defenses of impairment of collateral and impairment of recourse and any requirement of diligence on Lender's part in collecting the Obligations are hereby expressly waived.

Section 10.18 Relationship of Lender and Borrower. Lender and Borrower intend that the relationship between them shall be solely that of creditor and debtor. Nothing contained in any of the Loan Documents, nor the consummation of the transactions contemplated herein or therein, shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Lender and Borrower, or to create a relationship between Lender and Borrower other than that of creditor and debtor, or to cause Lender to be liable or responsible in any way for the actions, liabilities, debts or obligations of Borrower.

Section 10.19 Joint and Several Liability. Notwithstanding anything to the contrary contained herein or in the other Loan Documents to the contrary, if Borrower consists of more than one Person: (a) the duties, covenants, obligations, representations and warranties of each Borrower in this Agreement and the other Loan Documents are and shall be joint and several obligations of each Borrower; and (b) each Borrower hereby waives any and all rights of subrogation, reimbursement, contribution, indemnity or otherwise arising by contract or operation of law, including any lien rights from or against the other Borrower until the Loan is paid in full and all Obligations are fulfilled.

Section 10.20 Counterparts. This Agreement and the other Loan Documents may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 10.21 Time of Essence. Time is of the essence with regard to each and every provision of this Agreement and the other Loan Documents.

Section 10.22 Jurisdiction; Venue; Service of Process. BORROWER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE AND OF ALL TENNESSEE STATE COURTS LOCATED IN DAVIDSON COUNTY, TENNESSEE, INCLUDING THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE, FOR ANY SUIT BROUGHT OR ACTION COMMENCED IN CONNECTION WITH THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, ANY OF THE OBLIGATIONS, ANY COLLATERAL, OR ANY RELATIONSHIP BETWEEN LENDER AND BORROWER, AND AGREES NOT TO CONTEST OR CHALLENGE VENUE IN ANY SUCH COURTS. Borrower irrevocably consents to the service of process of any such courts in any such action or proceeding by registered or certified mail, postage prepaid, return receipt requested, to Borrower at the address provided pursuant to Section 10.1 hereof, and agrees that such service shall become effective thirty (30) days after such mailing. However, nothing herein shall affect the right of Lender or Borrower to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Lender or Borrower in any other jurisdiction. This Section does not confer or expand any standing to Borrower to bring any cause of action.

Section 10.23 Jury Waiver. BORROWER AND LENDER HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVES ITS AND THEIR RIGHTS TO DEMAND A

JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, ANY OF THE OBLIGATIONS, ANY COLLATERAL, OR ANY RELATIONSHIP BETWEEN LENDER AND BORROWER. BORROWER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 10.24 Waiver of Certain Damages. IN ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES.

[SIGNATURE PAGE TO FOLLOW]

ENTERED INTO as of the date first written above.

BORROWER:

BETTER CHOICE COMPANY INC., a Delaware corporation

By:/s/ Damian Dalla-Longa

Print Name: Damian Dalla-Longa

Title: Co-CEO

LENDER:

FRANKLIN SYNERGY BANK, a Tennessee banking corporation

By: /s/ Melinda M. Bailey
MELINDA M. BAILEY
Senior Vice President

Exhibit 10.2

SECURITY AGREEMENT

DEBTOR:

Better Choice Company Inc.
81 Prospect Street
Brooklyn, New York 11201
Attention: Damian Dalla-Longa

SECURED PARTY:

Franklin Synergy Bank
3325 West End Avenue
Nashville, Tennessee 37203
Attention:Melinda Bailey

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 6th day of May, 2019 between BETTER CHOICE COMPANY INC., a Delaware corporation, having a place of business at the address shown above (the "Debtor") and FRANKLIN SYNERGY BANK, a Tennessee banking corporation, having a place of business at the address shown above banking corporation, having a place of business at the address shown above (the "Secured Party").

W I T N E S S E T H:

WHEREAS, Secured Party has agreed to extend certain credit to Debtor under certain terms and conditions; and

WHEREAS, Secured Party desires to obtain, and Debtor desires to grant, a security interest in certain property of Debtor, now owned or hereafter acquired, and the proceeds thereof, to secure repayment of all indebtedness described in Section 2 hereof.

NOW, THEREFORE, in consideration of the extension of certain credit to Debtor by Secured Party, and in consideration of the premises and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Security Interest. As security for the payment of the indebtedness more particularly described in Section 2 of this Agreement, Debtor hereby collaterally assigns to Secured Party and grants to Secured Party a security interest in and to all of Debtor's presently existing and hereafter acquired rights in and to the items and types of property described on Exhibit A, including, without limitation, all proceeds thereof (including insurance proceeds) and products attributable to or arising therefrom (collectively the "Collateral").

Section 2. Indebtedness. The security interest granted herein by Debtor secures and shall secure:

(a) Prompt and full payment of all indebtedness and obligations of Debtor to Secured Party evidenced by that certain Revolving Line of Credit Promissory Note in the original principal amount of up to SIX MILLION TWO HUNDRED AND NO/100 DOLLARS ($6,200,000.00) executed of even date herewith by Debtor to the order of Secured Party, as such may be amended from time to time (the "Note");

(b) Prompt payment and performance of all obligations of Debtor to Secured Party under that certain Loan Agreement between Debtor and Secured Party dated of even

date herewith, as such may be amended from time to time (the "Loan Agreement") and under the other Loan Documents, as such term is defined in the Loan Agreement; and

(c) Payment of all costs and expenses incurred by Secured Party in enforcing or protecting its rights with respect to the Collateral or the indebtedness secured by the Collateral, including, but not limited to, reasonable attorneys' fees.

For purposes of this Agreement, all such obligations described in this Section 2 shall be referred to as "Indebtedness" and shall be secured by the Collateral.

Section 3. Debtor's Representations to Secured Party. Debtor hereby represents the following facts to be true and correct as of the date hereof:

(a) Debtor is the true and lawful owner of the Collateral;

(b) Debtor has good right to assign and grant a security interest in the Collateral;

(c) There are no advances, liens, security interests or encumbrances against any of the Collateral, and there have been no prior assignments of any of the Collateral; and

(d) Debtor's name, state of organization and type of entity are accurately stated at the beginning of this Agreement.

Section 4. Warranties and Covenants. Debtor hereby warrants, covenants and agrees that, until the Indebtedness secured hereby shall have been paid in full or unless Debtor shall have received the prior written consent of the Secured Party:

(a) Protection and Use of Collateral. Debtor will keep the Collateral free from any adverse lien, security interest, or encumbrance (other than the security interest granted herein), and Debtor will not waste or destroy the Collateral or any part thereof; Debtor will not use the Collateral in violation of any regulations, statute or ordinance or of any judgments, citations, decrees or orders of any judicial or administrative authority;

(b) Sale, Assignment or Impairment of Collateral. Without Secured Party's prior written consent (which consent shall not be unreasonably withheld), Debtor will not sell, assign or offer to sell or otherwise transfer, dispose of or encumber the Collateral, or any interest therein, or otherwise dispose of any material asset, for less than its reasonable fair market value in such manner as to materially diminish the value of the Collateral, or in any other manner impair any of its assets so as to substantially diminish the value of the Collateral;

(c) Insurance. Debtor will maintain such insurance on the Collateral as required by Secured Party with insurance carriers acceptable to Secured Party;

(d) Indemnification. Debtor will and does hereby agree to indemnify and hold Secured Party harmless against all claims arising out of or in connection with Debtor's ownership or use of the Collateral;

(e) Removal of Collateral. Debtor warrants and represents to and covenants with Secured Party that: (i) Secured Party's security interest in the Collateral is now and

at all times hereafter shall be perfected and have a first priority; (ii) the offices and/or locations where Debtor keeps the Collateral and Debtor's books and records concerning the Collateral are at the locations set forth on Schedule 1 hereof, and Debtor shall not remove such books and records and/or the Collateral therefrom and shall not keep any of such books and records and/or the Collateral at any other office or location unless Debtor gives Secured Party written notice thereof within thirty (30) days thereof and the same is within the continental United States of America; and (c) such addresses include and designate Debtor's chief executive office, chief place of business and other offices and places of business and are Debtor's sole offices and places of business. Debtor, by written notice delivered to Secured Party within thirty (30) days thereof, shall advise Secured Party of Debtor's changing the state of its formation, opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America;

(f) Inspect Collateral. Secured Party (by any of its officers, employees and/or agents) shall have the right, at any time or times during Debtor's usual business hours, to inspect the Collateral and all related records (and the premises upon which it is located) and all financial records and to verify the amount and condition of the Collateral or any other matter whether or not relating to the Collateral. After an Event of Default, all costs, fees and expenses incurred by Secured Party, or for which Secured Party has become obligated, in connection with such inspection and/or verification shall be payable by Debtor to Secured Party;

(g) Tax Liens, Etc. Debtor agrees to pay all taxes or other liens taking priority over the security interest created in this Agreement and, should default be made in the payment of same, Debtor agrees to give Secured Party prompt notice of such default, and Secured Party, at its option, may pay the same, which shall then become part of the Indebtedness secured hereby;

(h) Discharge Liens. Secured Party, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Debtor under this Agreement or otherwise, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by a person against the Collateral. All sums paid by Secured Party in respect thereof and all costs, fees and expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto incurred by Secured Party on account thereof shall be payable by Debtor to Secured Party; and

(i) Additional Actions. Debtor will, at its own expense, take all such actions, and execute or procure all such documents, as Secured Party may from time to time deem appropriate to protect its security interest under this Agreement against the interest of third persons. Without limiting the foregoing, Debtor shall provide, at Secured Party's request, any consents to assignment, control agreements, landlords' waivers, acknowledgments and other third-party documents that Secured Party may deem necessary or advisable to perfect or protect Secured Party's security interest in the Collateral or to protect Secured Party's rights to enforce any contracts or other agreements included in the Collateral. Secured Party is hereby appointed Debtor's attorney in fact to do all acts and things that Secured Party may deem necessary to perfect and/or continue the perfection of the security interest created by this Agreement and to protect the Collateral. Debtor shall pay all costs, fees

and expenses in connection with any of the foregoing. Debtor further agrees to pay all costs and fees for filing any termination statements. Debtor authorizes the Secured Party to file all such UCC financing statements and amendments, in all such filing offices, as Secured Party may deem necessary or reasonable to perfect its security interest in the Collateral.

Section 5. Events of Default. The term "Event of Default", whenever used in this Agreement, shall mean, subject to any applicable notice and cure periods, the occurrence of an Event of Default under, and as defined in, the Loan Agreement.

Section 6. Remedies. Secured Party shall have the following remedies hereunder:

(a) Acceleration and Foreclosure, Etc. Upon the happening of any Event of Default, and at any time thereafter, at the option of the Secured Party, any and all Indebtedness secured hereby shall become immediately due and payable without presentment or demand or any notice to Debtor or any other person obligated thereon, and Secured Party shall have and may exercise any or all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Tennessee, and as otherwise contractually granted herein or under any other applicable law or under any other agreement executed by Debtor in favor of Secured Party, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of or utilize such portion of the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a Debtor, and to apply the proceeds thereof toward payment of any costs and expenses and reasonable attorneys' fees and legal expenses thereby incurred by Secured Party and toward payment of the obligations in such order or manner as Secured Party may elect. Additionally, and as an essential part of the bargained for consideration running to the Secured Party, and to the extent permitted by applicable law, Debtor hereby expressly grants to Secured Party the contractual right to purchase any or all of the Collateral at private sale any time after 10 days' notice of such sale shall have been sent to Debtor by Secured Party.

(b) Waiver of Notice, Etc. Debtor agrees that if notice of public or private sale or disposition of the Collateral is required under law, then such notice mailed or sent by overnight courier, in each case with charges prepaid, to Debtor at the address stated at the beginning of this document at least 10 days before the time of the proposed sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement of giving of notice, and the proposed sale may take place any time after such 10 day period without the necessity of sending another notice to Debtor. Secured Party may postpone and reschedule any proposed sale or disposition at its option without the necessity of giving Debtor further notice of such fact as long as the rescheduled sale occurs within 60 days of the originally scheduled sale.

(c) Method of Sale of Collateral Approved. All recitals in any instrument of assignment or any other document or paper executed by Secured Party incident to sale, transfer, assignment or other disposition or utilization of the Collateral or any part thereof hereunder shall be sufficient to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action shall be presumed conclusively to have been performed or to have occurred. Secured Party shall not be required to prepare or process Collateral before

disposition, or to make any warranties of title or otherwise to any person acquiring any of the Collateral. Secured Party may, at its option, dispose of Collateral on credit terms, and, in such event, shall credit Debtor only with the amounts of cash proceeds actually received by from time to time thereafter by Secured Party and applied to the Indebtedness.

(d) Preservation and Use of Collateral and Proceeds. In addition to the foregoing provisions, following an Event of Default, and upon Secured Party's demand, Debtor agrees to assemble the Collateral at the location of the Debtor's office and make same available to Secured Party immediately. Secured Party is hereby granted a license or other right to use, without charge, Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, tradenames, trademarks and advertising matter, or any tangible or intangible property or rights of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral, and Debtor's rights under all licenses and all franchise agreements shall inure to Secured Party's benefit.

Section 7. Secured Party's Powers and Duties with Respect to Collateral

(a) Secured Party shall be under no duty to collect any amount that may be or become due at any time on any of the Collateral, to realize on Collateral, to keep any Collateral insured, to collect principal, interest or dividends, to make any presentments, demands or notices of protest or preserve any rights against third parties, in connection with any of the Collateral, or to do anything for the enforcement and collection of Collateral or the protection thereof.

(b) Not limiting the generality of any of the foregoing but in amplification of the same, Secured Party shall be in no way liable to or responsible for any diminution in the value of the Collateral from any cause whatsoever.

(c) Debtor agrees to do all things necessary to preserve and maintain the value and collectability of the Collateral, and on the failure of Debtor to so do, Secured Party may, after giving Debtor written notice of its intention to do so, make such payments and advance such sums on account thereof as Secured Party, in its discretion, deems desirable. Debtor agrees to reimburse Secured Party immediately upon demand for all such payments and advances plus interest thereon at the Default Rate (as defined in the Loan Agreement), repayment of all of which is secured by this Agreement and the Collateral.

(d) Secured Party, or any of its agents, shall have the right to call at reasonable times at the Debtor's place or places of business at intervals to be determined by Secured Party, and without hindrance or delay, to inspect, audit, check, and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to the Debtor's operations.

Section 8. General Authority. Effective immediately, but exercisable by Secured Party (or by any person designated by Secured Party) only upon the occurrence of an Event of Default and after the expiration of any applicable notice and cure periods, Debtor hereby irrevocably appoints Secured Party (or any person designated by Secured Party) as Debtor's true and lawful attorney in fact with full power of substitution, in Secured Party's name or Debtor's name or otherwise, for Secured Party's sole use and benefit, but at Debtor's cost and expense, to

exercise at any time and from time to time all or any of the following powers with respect to all or any of the Collateral:

(a) To receive, take, endorse, assign and deliver in Secured Party's name or Debtor's name any and all checks, notes, drafts and other instruments relating to the Collateral;

(b) To transmit to account debtors notice of Secured Party's interest in accounts and to request from account debtors at any time, in Debtor's name or in Secured Party's name or the name of Secured Party's designee;

(c) To notify account debtors to make payment directly to Secured Party or to any bank designated by Secured Party;

(d) To take or bring, in Debtor's name or Secured Party's name, all steps, actions, suits or proceedings deemed by Secured Party necessary or desirable to effect collection of the accounts, to compromise with any account debtor and give acquittance for any and all accounts; and

(e) In general, to do all things necessary to preserve its rights under the terms of this Agreement, including, without limitation, to take any action or proceedings that Secured Party deems necessary or appropriate to protect and preserve the security interest of Secured Party in the Collateral;

provided, however, the exercise by Secured Party of or failure to so exercise any such authority shall in no manner affect Debtor's liability to Secured Party hereunder or in connection with the Indebtedness; and provided further, that Secured Party shall be under no obligation or duty to exercise any of the powers hereby conferred upon it and it shall have no liability for any act or failure to act in connection with any of the Collateral. Secured Party shall not be bound to take any steps necessary to preserve rights in any instrument, contract or lease against third parties.

Section 9. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties contained herein or made in writing by or on behalf of Debtor in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement, any investigation at any time made by Secured Party or on its behalf, and the acquisition and disposition of the Indebtedness. All statements contained in any certificate or other instrument delivered by or on behalf of Debtor pursuant hereto or in connection with the transactions contemplated hereby shall be deemed representations and warranties by Debtor hereunder.

Section 10. Dealings With Debtor. It is expressly understood and agreed that, notwithstanding anything else contained in this Agreement, Secured Party may, for all purposes hereof deal solely with Debtor in connection therewith, and nothing herein shall be construed so as to require dealings with, consent of, or notice to any other parties or persons.

Section 11. Agreement Not Exclusive Remedy. This Agreement shall not prejudice the right of Secured Party, at its option, to enforce collection of the Indebtedness by suit or in any lawful manner. If Secured Party has additional security, then it may resort to such other security for the payment of the Indebtedness secured hereby. No right or remedy in this Agreement or in any instrument evidencing the Indebtedness is intended to be exclusive of any other right or

remedy, but every such right or remedy shall be cumulative and shall be in addition to every other right or remedy herein or therein conferred, or now or hereafter existing, by contract, at law or in equity or by statute.

Section 12. Non Waiver Provision. No delay or omission by Secured Party to exercise any right or remedy shall impair such right or remedy or any other right or remedy or shall be construed to be a waiver of any Event of Default or an acquiescence therein; and every right and remedy herein conferred or now or hereafter existing by contract or at law or in equity or by statute may be exercised separately or concurrently and in such order and as often as may be deemed expedient by Secured Party. Not limiting the generality of the foregoing, pursuit or exercise of any right or remedy conferred herein, or by law or in equity or by statute, shall not be, and shall not be considered to be, an election against, or waiver or relinquishment of, any other right or remedy.

Section 13. Severability. The invalidity or unenforceability of any of the rights or remedies herein provided in any jurisdiction shall not in any way affect the right to the enforcement in such jurisdiction or elsewhere of any of the other rights or remedies herein provided.

Section 14. Applicable Law. This Agreement is being delivered and is intended to be performed in the State of Tennessee and shall be construed and enforced in accordance with and governed by the substantive law of such State.

Section 15. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto. This agreement may be signed in counterparts.

Section 16. Entire Agreement. This Agreement contains the entire Agreement between the Secured Party and the Debtor and supersedes all prior agreements and understandings relating to the subject matter hereof. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

Section 17. Captions. The captions of this Agreement are for the purpose of reference only, and shall not limit or otherwise affect any of the terms hereof.

Section 18. Notices. Except as expressly provided otherwise herein, all notices, certificates, requests, consents and other communications hereunder shall be made or given in accordance with the notice provisions set forth in the Loan Agreement or the Note to, when applicable, the addresses set forth in the beginning of this Agreement, or at such other address as either party may designate by written notice to the other party in accordance herewith.

Section 19. Rules of Construction. The Rules of Construction set forth inSection 1.2 of the Loan Agreement are hereby incorporated into this Agreement by this reference and shall be construed to compliment, rather than contradict, the provisions of this Agreement.

Section 20. JURY TRIAL WAIVER. DEBTOR AND SECURED PARTY HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVES ITS AND THEIR RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS AGREEMENT, ANY OF THE INDEBTEDNESS, ANY COLLATERAL, OR ANY RELATIONSHIP BETWEEN DEBTOR AND SECURED PARTY. DEBTOR WARRANTS

AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

DEBTOR:

BETTER CHOICE COMPANY INC., a Delaware corporation

By: /s/ Damian Dalla-Longa

Print Name: Damian Dalla-Longa

Title: Co-CEO

SECURED PARTY:

FRANKLIN SYNERGY BANK, a Tennessee banking corporation

By: /s/ Melinda M. Bailey
MELINDA M. BAILEY
Senior Vice President

EXHIBIT A

COLLATERAL

The Collateral consists of all of Debtor's right, title and interest in and to the following described documents and property (and types of property) both presently existing and hereafter acquired or arising:

1. All assets of Debtor, including, without limitation, all accounts, machinery, apparatus, goods, deposit and operating accounts held with Secured Party, investment property, instruments, documents, chattel paper, letter-of-credit rights, equipment, furniture, inventory, goods, building materials, general intangibles, issues, profits and any commercial tort claims hereafter identified by Debtor in any authenticated record delivered to Secured Party, presently existing and hereafter acquired or arising, by which Debtor has or may have any interest; and

2. All proceeds (including insurance proceeds) of any and all of the foregoing.

SCHEDULE 1

COLLATERAL LOCATIONS

1. 4025 Tampa Road, Suite 1117, Oldsmar, Florida 34677

Exhibit 10.3

REVOLVING LINE OF CREDIT PROMISSORY NOTE

Nashville, Tennessee $6,200,000.00
_____, 2019

FOR VALUE RECEIVED, BETTER CHOICE COMPANY INC., a Delaware corporation ("Borrower"), promises and agrees to pay to the order of FRANKLIN SYNERGY BANK, a Tennessee banking corporation, its successors, assigns or any subsequent holder of this Promissory Note ("Lender") at its offices in Nashville, Tennessee, or at such other place as may be designated in writing by Lender, in lawful money of the United States of America in immediately available funds, the principal sum of SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($6,200,000.00), or so much thereof as may be advanced from time to time, together with interest thereon and other amounts due as provided below. This Note shall mature on the earlier of (a) _____, 2020, or (b) the date on which the principal amount of this Note has been declared or automatically has become due and payable (whether by acceleration or otherwise) (the "Maturity Date").

Advances hereunder shall be governed by that certain Loan Agreement of even date herewith between Borrower and Lender (as it may be modified, amended or restated from time to time, the "Loan Agreement"). *Any term not otherwise defined in this Note shall have the same meaning as in the Loan Agreement.* Reference is made to the Loan Agreement, which, among other things, provides for the acceleration of the maturity hereof upon the occurrence of certain events and for prepayments in certain circumstances and upon certain terms and conditions.

As long as no Event of Default (as defined below) (or any event that would constitute an Event of Default upon the giving of notice or passage of time or both) has occurred, Borrower may borrow, repay, reborrow and repay hereunder until the Maturity Date; provided, however, that at no time shall the principal amount outstanding hereunder exceed the lesser of (a) the face amount of this Note, or (b) the amount of deposits in the Money Market Account. If such excess occurs, Borrower shall immediately pay to Lender all principal outstanding hereunder in excess of the face amount of this Note, plus all interest and other charges accrued on such excess.

All advances hereunder shall bear interest from the date of such advance until such amount is due and payable (whether on any payment date, at maturity, by acceleration, or otherwise), at the "Effective Rate," which is defined as a fixed rate of interest equal to three and seventy one-hundredths percent (3.70%)per annum. Interest for each year shall be computed on the basis of a year of 360 days for the actual number of days elapsed.

Notwithstanding the foregoing, Lender may adjust the Effective Rate from time to time in the event that the interest payable on the Money Market Account increases so that the Effective Rate shall at all times be one hundred eighty-five (185) basis points higher than the rate payable one the Money Market Account funds.

This Note shall be repaid as follows:

(a) commencing on the 5th day of June, 2019, and on the 5th day of each consecutive month thereafter through and including_____, 2020, the Borrower shall pay to Lender an amount equal to all then accrued interest; and (b) on the Maturity Date, this Note shall mature and Borrower

shall pay to Lender a balloon payment in an amount equal to all outstanding principal*plus* all then accrued interest*plus* all other amounts due hereunder.

This Note may be permanently prepaid at any time in whole or in part without penalty or premium in accordance with, and subject to any limitations on prepayments set forth in, the Loan Agreement.

Upon the occurrence of an Event of Default under, and as defined in, the Loan Agreement, then, at the option of Lender, the entire indebtedness hereby evidenced shall become due, payable and collectible then or thereafter, without notice, as Lender may elect regardless of the date of maturity.

Borrower shall pay a late charge equal to five percent (5%) of any payments of principal and/or interest that are paid more than ten (10) days after the due date thereof, to cover the extra expenses involved in handling delinquent payments (the "Late Charge"); provided that in no event shall the Late Charge result in the payment of interest in excess of the maximum rate or interest permitted by applicable law.

Subject to any applicable notice and cure periods, following the occurrence of any Event of Default, principal and unpaid interest shall bear interest (both before and after judgment) until paid at a rate of interest equal to the Default Rate (as defined in the Loan Agreement) ("Default Interest").

All amounts received for payment under this Note shall at the option of Lender be applied first to any unpaid expenses due Lender under this Note or under any other Loan Document, then to the unpaid Late Charge, then to the unpaid Default Interest, then to all other accrued but unpaid interest due under this Note and finally to the reduction of outstanding principal due under this Note.

Time is of the essence of this Note. This Note is a secured promissory note.

Lender may waive any Event of Default before or after the same has been declared and restore this Note to full force and effect without impairing any rights hereunder, such right of waiver being a continuing one, but one waiver shall not imply any additional or subsequent waiver.

Lender and Borrower intend to conform strictly to applicable usury laws as presently in effect. Accordingly, Borrower and Lender agree that, notwithstanding anything to the contrary herein or in any agreement executed in connection with or as security for this Note, the sum of all consideration that constitutes interest under applicable law which is contracted for, charged, or received hereunder shall under no circumstance, including without limitation any circumstance in which the Note has been accelerated or prepaid, exceed the maximum lawful rate of interest permitted by applicable law. Any excess interest shall be credited on this Note or, if this Note shall have been paid in full, refunded to Borrower, by the holder hereof.

Borrower and any and all accommodation parties, endorsers, guarantors, general partners and other parties liable on this Note (collectively, the "Obligors"), jointly and severally waive presentment for payment, protest, notice of protest, notice of nonpayment of this Note, demand and all legal diligence in enforcing collection, and any discharge or defenses based on suretyship or impairment of collateral; and hereby expressly consent to (a) any and all delays, extensions,

renewals or other modifications of this Note or any waivers of any term hereof, (b) any release or discharge by Lender of any of the Obligors, (c) any release, substitution or exchange of any security for the payment hereof, (d) any failure to act on the part of Lender, and (e) any indulgence shown by Lender from time to time (without notice or further assent from any of the Obligors) and hereby agree that no such action, failure to act or failure to exercise any right or remedy by Lender shall in any way affect or impair the obligations of any of the Obligors.

This Note has been executed and delivered in, and shall be governed by and construed according to the laws of the State of Tennessee (without regard to its conflict of law principles) except to the extent preempted by applicable laws of the United States of America. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

This Note may not be changed, extended or terminated except in writing signed by Borrower and Lender. No waiver of any term or provision hereof shall be valid unless in writing signed by Lender.

Borrower shall pay, on demand, all costs and expenses (including court costs, attorneys' fees and expenses) incurred by Lender in attempting to enforce or collect this Note, protect or enforce its rights under this Note or the Loan Agreement or protect or collect on any collateral or security for the payment of this Note.

BORROWER AND LENDER (BY ITS ACCEPTANCE OF THIS NOTE) HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVES ITS AND THEIR RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS NOTE OR ANY RELATIONSHIP BETWEEN LENDER AND BORROWER. BORROWER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

Executed the date first written above.

BORROWER:

BETTER CHOICE COMPANY INC., a Delaware corporation

By: _____

Print Name: _____

Title: _____