UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): July 31, 2019

EXACTUS, INC.
(Exact name of the registrant as specified in its charter)

Nevada	000-55828	27-1085858
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

80 NE 4th Avenue, Suite 28, Delray Beach, FL 33483
(Address of principle executive offices) (Zip code)

Registrant's telephone number, including area code: (804) 205-5036

_____
(Former name or 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 (*see* General Instruction A.2 below):

[ ] 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 240.13e-4(c)).

Indicate by check mark whether the registrant is an emerging growth company as defined in 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.
[ ]

ITEM 1.01	ENTRY INTO MATERIAL DEFINITIVE AGREEMENT
ITEM 2.01	COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS
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Green Goddess Extracts, LLC Acquisition

On July 31, 2019 we entered into an Asset Purchase Agreement (the "Purchase Agreement") with Green Goddess Extracts, LLC ("Green Goddess"), a Florida contract manufacturer and formulator of hemp and vape products. Under the Purchase Agreement we acquired the hemp business and assets of Green Goddess and entered into an option to acquire the seller's vape business. Green Goddess manufactures and distributes a premium line of hemp products sold through distributors and online at www.greengoddessextracts.com. Green Goddess has been a contract manufacturer for our products since we entered into the hemp-based product business in early 2019 and to Ceed2Med, LLC, our largest shareholder. We will continue to produce and sell Green Goddess Extracts ™ brands in addition to Exactus™ and Paradise™ brand products, which will also be sold through the seller's existing distribution network and its online stores. As a result of the acquisition, we also obtained skilled personnel and assets to formulate, manufacture and distribute unique and proprietary hemp-based product formulations in our own secure facilities, which include clean room, formulation, bottling, shipping and warehousing.

Under the terms of the Purchase Agreement we agreed to issue 250,000 shares of our restricted Common Stock and pay $250,000 cash for the acquisition. The shares vest at a rate of 1/24 per month until fully vested. In addition, we entered into an agreement under which we may become obligated to issue up to an additional $250,000 of our restricted common stock based upon the volume weighted average price per share ("VWAP") for the 20 days prior to issuance, in the event that sales of products utilizing seller's flavored products exceed $500,000 monthly for a three month average period.

Exactus One World, LLC

As previously reported in our Current Report on Form 8-K filed March 11, 2019, we acquired, through our majority-owned subsidiary, Exactus One World, LLC ("EOW") from our largest shareholder, Ceed2Med, LLC ("C2M"), certain rights to a 50.1% limited liability membership interest in certain farm leases and operations in Oregon in order to enter into the business of hemp farming for the 2019 grow season. During May 2019, we appointed Emiliano Aloi, the President of the Company, to the additional position of co-manager of EOW. We currently are farming approximately 200 acres of hemp for harvest and production during 2019.

On July 31, 2019, we finalized and entered into a Management and Services Agreement (the "MSA") in order to provide us project management and various other benefits associated with the farming rights, operations and opportunities with C2M, including assignment by C2M of C2M's agreements and rights to acquire approximately 200 acres of hemp farming. Under the terms of the MSA, C2M agreed to provide further access to the opportunities and know-how of C2M, consented to the appointment of Emiliano Aloi, a seasoned hemp veteran previously an advisor and currently our President, and to provide us and EOW additional services consisting of, among other things:

- right of participation for further investment and business opportunities in order to rapidly expand our business and operations in hemp-derived CBD;
- executive, sourcing, vendor, product, production and other expertise and resources;
- appointment of Aloi to the position of President;
- introductions to farming and other financing;
- designs for international "Hemp-Café" store design and franchise opportunities including plans, drawings, approvals and authorizations, leads and contacts;
- access to leasing of prime real estate in Delray Beach Florida with an option to purchase, and the continuing assistance of the founder of C2M in connection with management, design, and promotion of the project;
- drawings, designs and specifications for extraction, production and manufacturing facilities and resources;
- brand development and support services.

We finalized the compensation arrangements for C2M as contemplated in connection with the March 2019 transactions and the additional agreements with C2M under the MSA following tax, accounting and legal review including the treatment of the issuance of preferred stock in connection with the transactions. While the assignment initially contemplated a $9 million payment from us to C2M, the parties agreed to payment in a new class of preferred stock, convertible above market, as more fully described below. As a further condition to payment of the consideration, the value of the 50.1% interest in EOW was required to be not less than $25 million, with a third-party valuation and fairness opinion from a third-party prior to payment. On April 29, 2019, we received an independent fairness opinion from Scalar, LLC ("Scalar Report") that concluded the transaction, including the consideration to be paid consisting of $10 million of Series E Preferred (as defined below), was fair from a financial point of view. The Scalar Report estimated the enterprise value, taking account of the 2019 harvest, to be between $55 and $74 million, based upon certain assumptions relied upon in connection with preparation of the Scalar Report.

Series E 0% Convertible Preferred Stock

On August 1, 2019 we issued 1,000 shares of our newly designated Series E 0% Convertible Preferred Stock, par value $0.0001 per share (the "Series E Preferred") to C2M pursuant to the MSA. Under the terms of the Series E Preferred, C2M may only convert such shares of Series E Preferred into shares of the Company's common stock, par value $0.0001 per share (the "Common Stock"), if the closing price of Common Stock on the principal trading market, shall exceed $2.00 per share for 5 consecutive trading days. Once vested, the shares of Series E Preferred held by C2M are intended to either by converted at $1.60 per share of Common Stock or optionally redeemed out of the proceeds of future financings, at the option of C2M.

Each share of Series E Preferred is convertible into 625 shares of Common Stock and have a stated value of $1,000 per share. The conversion ratio is subject to adjustment in the event of stock splits, stock dividends, combination of shares and similar recapitalization transactions. We are prohibited from effecting conversions of the Series E Preferred to the extent that, as a result of such conversion, the holder beneficially owns more than 4.99% (which may be increased to 9.99% upon 61 days' written notice), in the aggregate, of the issued and outstanding shares of our Common Stock calculated immediately after giving effect to the issuance of shares of Common Stock upon the conversion of the Series E Preferred. Holders of the Series E Preferred shall be entitled to vote on all matters submitted to shareholders and shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Series E Preferred Stock are convertible, subject to applicable beneficial ownership limitations. The Series E Preferred Stock provides a liquidation preference equal to par value.

The Series E Preferred has a no mandatory redemption rights however, in the event that we raise $5,000,000 from a capital raising transaction involving any equity or equity-linked financing during any fiscal quarter in an amount which would cause our cash or cash equivalents to exceed $5,000,000 (a "Fundamental Transaction") we are required from the proceeds of such offering, to offer C2M a right to redeem Series E Preferred then outstanding as follows:

(A) 0% percent of the net proceeds of the Fundamental Transaction, after deduction of the amount of net proceeds required to leave us (together with our existing cash on hand immediately prior to the completion of the Fundamental Transaction) with cash on hand of $5,000,000; plus

(B) 10% percent of the next $5,000,000 of net proceeds of the Fundamental Transaction; plus

(C) 100% of the net proceeds of the Fundamental Transaction thereafter (until the Series E Preferred is redeemed in full).

The shares of Series E Preferred are convertible into Common Stock, once vested, at a price of $1.60 per share. We are not obligated to file a registration statement with respect to the shares of Common Stock into which Series E Preferred shares may be converted.

Sales of Common Stock

On July 31, 2019 we accepted subscriptions in the total amount of $1,990,304 and issued an additional 3,413,044 shares of our Common Stock. Following these issuances, we had 37,884,309 shares of Common Stock outstanding, of which C2M currently owns approximately 20%. The foregoing does not take into account the anticipated cancellation of 180,000 shares of common stock as described under "Cancellation of Series C Preferred Stock", below.

The shares of Common Stock and Series E Preferred were issued to "accredited investors" as such term is defined in the Securities Act of 1933, as amended (the "Securities Act") and were offered and sold in reliance on the exemption from registration afforded by Section 4(a)(2) and Regulation D (Rule 506) under the Securities Act and corresponding provisions of state securities laws.

Cancellation of Series C Preferred Stock

On June 30, 2016, the Board of Directors approved a Certificate of Designation authorizing a new class of Series C Preferred Stock, par value $0.0001 per share (the "Series C Preferred") convertible into 216,667 shares of Common Stock. The Series C Preferred, 200,000 shares of Common Stock, and three-year warrants to purchase 208,333 shares of Common stock at $4.80 per share were all issued in connection with plans to conduct clinical trials and to perform clinical research in support of the development of diagnostic devices. We had been unable to proceed with the clinical trials and research. On July 31, 2019 we entered a Surrender and Mutual Release Agreement (the "Cancellation Agreement") to terminate the agreements and to cancel all issued and outstanding shares of Series C Preferred, all but 20,000 shares of the 200,000 shares of Common Stock, and all warrants issued under these arrangements.

NASDAQ Listing

During May 2019, we submitted an initial listing application to NASDAQ seeking approval to list our Common Stock. We received and are responding to initial comments from the staff. There can be no assurance that our initial listing application will be approved or that our Common Stock will be accepted for listing on NASDAQ. At the present time we do not satisfy several requirements for listing and there can be no assurance that we will be able to satisfy all or any of the requirements for uplisting our Common Stock to NASDAQ.

The foregoing descriptions of the Purchase Agreement, the MSA, the Series E Preferred Stock, the Scalar Report and the Cancellation Agreement do not purport to be complete and are qualified in their entirety by reference to the complete text of the Purchase Agreement, MSA, Certificate of Designation of Preferences, Rights and Limitations of Series E Convertible Preferred Stock, Scalar Report and Cancellation Agreement which are filed as Exhibits 10.1, 10.2, 3.1, 10.3 and 10.4 hereto, and which are incorporated herein by reference.

ITEM 7.01 REGULATION FD DISCLOSURE

On August 2, 2019, we will release the press release furnished herewith as Exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

The exhibit listed in the following Exhibit Index is furnished as part of this Current Report on Form 8-K.

Exhibit No.	Description
3.1	Form of Certificate of Designation of Preferences, Rights and Limitations of 0% Series E Convertible Preferred Stock
10.1	Green Goddess Extracts Purchase Agreement
10.2	Management and Services Agreement
10.3	Scalar, LLC Fairness Opinion *
10.4	Cancellation Agreement for Series C Preferred Stock
99.1	Press Release

* Incorporated by reference to Current Report on Form 8-K filed May 13, 2019.

SIGNATURES

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

EXACTUS, INC.

Date: August 1, 2019

By: /s/ Ken Puzder
Ken Puzder
Chief Financial Officer

Exhibit 3.1

**CERTIFICATE OF DESIGNATIONS OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES E 0% REDEEMABLE CONVERTIBLE PREFERRED STOCK**

The undersigned, Chief Financial Officer of Exactus, Inc., a Nevada corporation (the "**Corporation**"), DOES HEREBY CERTIFY that the following resolutions were duly adopted by the Board of Directors of the Corporation by unanimous written consent on May 9, 2019;

WHEREAS, the Board of Directors is authorized within the limitations and restrictions stated in the Certificate of Incorporation of the Corporation, as amended, to provide by resolution or resolutions for the issuance of Fifty Million (50,000,000) shares of Preferred Stock, par value $0.0001 per share, of the Corporation, in such series and with such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions as the Corporation's Board of Directors shall fix by resolution or resolutions providing for the issuance thereof duly adopted by the Board of Directors; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to authorize and fix the terms of a series of Preferred Stock and the number of shares constituting such series; and

WHEREAS, all currency amounts set forth herein shall be stated in United States Dollars (USD).

NOW, THEREFORE, BE IT RESOLVED:

1. Designation and Authorized Shares. The Corporation shall be authorized to issue ten thousand (10,000) shares of Series E Convertible Redeemable Preferred Stock, par value $0.0001 per share (the "**Series E Preferred Stock**").

2. Stated Value. Each share of Series E Preferred Stock shall have a stated value of $1,000.00 per share (the "**Stated Value**"). The Series E Preferred Stock shall have no mandatory redemption date.

3. Liquidation.

3.1 Upon the liquidation, dissolution or winding up of the business of the Corporation, whether voluntary or involuntary, each holder of Series E Preferred Stock shall be entitled to receive, for each share thereof, out of assets of the Corporation legally available therefor, a preferential amount in cash equal to (and not more than), the par value thereof, plus accrued and unpaid dividends, distributions and Interest thereon. All preferential amounts to be paid to the holders of Series E Preferred Stock in connection with such liquidation, dissolution or winding up shall be paid before the payment or setting apart for payment of any amount for, or the distribution of any assets of the Corporation to the holders of any other class or series of capital stock of the Corporation. If upon any such distribution the assets of the Corporation shall be insufficient to pay the holders of the outstanding shares of Series E Preferred Stock the full amounts to which they shall be entitled, such holders shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable thereon were paid in full.

3.2 Any distribution in connection with the liquidation, dissolution or winding up of the Corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

4. Voting.

Except as otherwise expressly required by law, each holder of Series E Preferred Stock shall be entitled to vote on all matters submitted to shareholders of the Corporation and shall be entitled to the number of votes for each share of Series E Preferred Stock owned at the record date for the determination of shareholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited, equal to the number of shares of Common Stock (as defined below) such shares of Series E Preferred Stock are convertible into at such time, but not in excess of the conversion limitations set forth in Section 5 herein. Except as otherwise required by law, the holders of shares of Series E Preferred Stock shall vote together with the holders of Common Stock on all matters and shall not vote as a separate class.

5. Conversion.

5.1 Conversion Right. Each share of Series E Preferred Stock shall be convertible into validly issued, fully paid and non-assessable shares of common stock, par value $0.0001 per share of the Corporation (the "Common Stock") on the terms and conditions set forth in this Section 5.

(a) Holder's Conversion Right. Subject to the provisions of Section 5.3 at any time or times on or after the Initial Issuance Date, each Holder shall be entitled to convert any whole number of Series E Preferred Stock into validly issued, fully paid and non-assessable shares of Common Stock in accordance with Section 5.2 at the Conversion Rate (as defined below).

(b) Conversion Rate. The number of validly issued, fully paid and non-assessable shares of Common Stock issuable upon conversion of each Preferred Share pursuant to Section 5.1(a) shall be determined according to the following formula (the "**Conversion Rate**"):

$$\frac{\text{Base Amount}}{\text{Conversion Price}}$$

5.2 Conversion Procedure. In order to exercise the conversion privilege under this Section 5, the holder of any shares of Series E Preferred Stock to be converted shall give written notice to the Corporation at its principal office that such holder elects to convert such shares of Series E Preferred Stock or a specified portion thereof into shares of Common Stock as set forth in such notice (the "**Conversion Notice**", and such date of delivery of the Conversion Notice to the Corporation, the "**Conversion Notice Delivery Date**"). Within three (3) business days following the Conversion Notice Delivery Date, the Corporation shall issue and deliver a certificate or certificates representing the number of shares of Common Stock determined pursuant to this Section 5 (the "**Share Delivery Date**"). In case of conversion under this Section 5 of only a part of the shares of Series E Preferred Stock represented by a certificate surrendered to the Corporation, the Corporation shall issue and deliver to the holder or its designee a new certificate for the number of shares of Series E Preferred Stock which have not been converted, upon receipt of the original certificate or certificates representing shares of Series E Preferred Stock so converted. Until such time as the certificate or certificates representing shares of Series E Preferred Stock which have been converted are surrendered to the Corporation and a certificate or certificates representing the Common Stock into which such shares of Series E Preferred Stock have been converted have been issued and delivered, the certificate or certificates representing the shares of Series E Preferred Stock which have been converted shall represent the shares of Common Stock into which such shares of Series E Preferred Stock have been converted. The Corporation shall pay all documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock issuable upon conversion of the Series E Preferred Stock. No fractional shares of Common Stock are to be issued upon the conversion of any Preferred Shares. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share.

5.3 Maximum Conversion.

(i) Notwithstanding anything to the contrary set forth in this Certificate of Designations, at no time when the Series E Preferred Stock shall be convertible into shares of Common Stock hereunder (being any time after Stockholder Approval is obtained), may all or a portion of shares of Series E Preferred Stock be converted if the number of shares of Common Stock to be issued pursuant to such conversion would exceed, when aggregated with all other shares of Common Stock or other voting stock owned by such holder at such time, the number of shares of Common Stock which would result in such holder beneficially owning (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules thereunder) more than 4.99% of all of the Common Stock outstanding at such time (the "**4.99% Beneficial Ownership Limitation**"), provided, however, that at any time by not less than sixty-one (61) days prior written request of the holder, the 4.99% Beneficial Ownership Limitation may be increased to 9.99% of all of the Common Stock outstanding at such time (the "**9.99% Beneficial Ownership Limitation**")).

(ii) By written notice to the Corporation, a holder of Series E Preferred Stock may from time to time decrease the 4.99% or 9.99% Beneficial Ownership Limitation, applicable at such time, to any other percentage specified in such notice.

(iii) For purposes of this Section 5, in determining the number of outstanding shares of Common Stock, a holder of Series E Preferred Stock may rely on the number of outstanding shares of Common Stock as reflected in (1) the Corporation's most recent Form 10-K, Form 10-Q, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Corporation or (3) any other notice by the Corporation setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of a holder of Series E Preferred Stock, the Corporation shall within one (1) business day confirm orally and in writing to such holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including shares of Series E Preferred Stock, held by such holder and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported, which in any event are convertible or exercisable, as the case may be, into shares of the Corporation's Common Stock within sixty (60) days' of such calculation and which are not subject to a limitation on conversion or exercise analogous to the limitation contained herein. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

5.4 Vesting Condition - Market Price for Conversion. Notwithstanding anything to the contrary set forth in this Certificate of Designations, no shares of Series E Preferred Stock may be converted into Common Stock, and the Series E Preferred Stock shall not vest, until such time as the closing share price for the Corporation's Common Stock shall have been not less than two dollars ($2.00) per share for a period of at least five (5) consecutive Trading Days, as reported by OTC Markets Group, Inc., or, if the OTC Market is not the principal trading market for the Common Stock, then as reported by the principal securities exchange or securities market on which the Common Stock is then traded.

6. Other Provisions.

6.1 Reservation of Common Stock. The Corporation shall at all times reserve from its authorized Common Stock a sufficient number of shares to provide for conversion of all Series E Preferred Stock from time to time outstanding.

6.2 Record Holders. The Corporation and its transfer agent, if any, for the Series E Preferred Stock may deem and treat the record holder of any shares of Series E Preferred Stock as reflected on the books and records of the Corporation as the sole true and lawful owner thereof for all purposes, and neither the Corporation nor any such transfer agent shall be affected by any notice to the contrary.

7. Optional Redemption at Optional Redemption Dates; Additional Covenants.

7.1 Interest on Unpaid Redemption Amounts. If the Corporation on any Partial Redemption Date fails to effect a required Optional Redemption, then the Corporation shall pay and each holder of Series E Preferred Stock shall be entitled to receive, with respect to each share of Series E Preferred Stock eligible for Optional Redemption then held by such holder on such dates, interest at a rate of six (6%) percent per annum ("**Interest**") on the Stated Value of all shares of Series E Preferred Stock as to which an Optional Redemption is applicable, calculated for such purpose from such Partial Redemption Date until paid.

7.2 Payment Procedures. Redemption Payments and Interest shall be payable to holders of record, of Series E Preferred Stock as they appear on the stock books of the Corporation on such Redemption Dates or Interest payment dates pursuant to an Optional Redemption Right, if any.

7.3 Additional Covenants; Notice of a Fundamental Transaction; Optional Redemption Right. Until all of the Series E Preferred Stock has been converted or redeemed, by holder or otherwise satisfied in accordance with its terms:

No sooner than twenty (20) Trading Days nor later than ten (10) Trading Days prior to the consummation of a Fundamental Transaction (as defined below), but not prior to the public announcement of such Fundamental Transaction, the Corporation shall deliver written notice thereof via email and facsimile to the holders of the Series E Preferred Stock, such notice specifying the terms of the Fundamental Transaction and the amount of net proceeds to the Corporation from same. At the closing of each Fundamental Transaction, but in any event not more than ten (10) Trading Days after closing of each Fundamental Transaction, upon receipt of written notice by the Corporation from a holder of Series E Preferred that such holder desires to elect an Optional Redemption which shall be payable solely from the net proceeds of such Fundamental Transaction (unless the holders shall prior to such closing date convert all of the Series E Preferred Stock to Common Stock or waive the Corporation's redemption obligations and/or future redemption obligations with respect to some or all of the net proceeds of the Fundamental Transaction):

The Corporation shall redeem such portion of the Series E Preferred Stock as is outstanding on the closing date of the Fundamental Transaction (unless converted into Common Stock or Holder elects not to request Optional Redemption or such rights are waived) equal to the sum of:

(A) zero (0%) percent of the net proceeds of the Fundamental Transaction, after deduction of the amount of net proceeds to the Corporation, required to leave the Corporation (together with its Cash on Hand (as defined below) immediately prior to the completion of the Fundamental Transaction) with Cash on Hand of Five Million Dollars ($5,000,000); plus

(B) ten (10%) percent of the next Five Million Dollars ($5,000,000) of net proceeds of the Fundamental Transaction; plus

(C) 100% of the net proceeds of the Fundamental Transaction thereafter (until the Series E Preferred Stock is redeemed in full).

For illustrative purposes only, in the event that following notice of a Fundamental Transaction and the receipt of written notice from the holder of Series E Preferred Stock to elect an Optional Redemption payment, and there having been no prior Optional Redemption payments, if at the time of the occurrence of any Fundamental Transaction that results in net proceeds of $25,000,000, the Corporation has Cash on Hand of $3,000,000, then the Corporation shall receive the first $2,000,000 (100%) from the proceeds of the Fundamental Transaction to bring its Cash on Hand to $5,000,000, then the Corporation and the holders may each receive $4,500,000 and $500,000, respectively (90%/10%) from the next $5,000,000 of the Fundamental Transaction proceeds, then the holder may receive the remaining $9,500,000 from the next $18,000,000 of the net proceeds ($10,000,000 of total Optional Redemption payments).

In the event of a redemption of less than all of the Series E Preferred Stock, the Corporation shall promptly cause to be issued and delivered to the holder a new certificate for Series E Preferred Stock representing the remaining balance which has not been redeemed or converted.

8. Certain Adjustments.

In the event that the Corporation shall (A) pay a dividend or make a distribution, in shares of Common Stock, on any class of capital stock of the Corporation or any subsidiary which is not directly or indirectly wholly owned by the Corporation, (B) split or subdivide its outstanding Common Stock into a greater number of shares, or (C) combine its outstanding Common Stock into a smaller number of shares, then in each such case the Conversion Price in effect immediately prior thereto shall be adjusted so that the holder of each share of the Series thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock that such holder would have owned or have been entitled to receive after the occurrence of any of the events described above had such share of the Series been converted immediately prior to the occurrence of such event. An adjustment made pursuant to this paragraph 8 shall become effective immediately after the close of business on the record date in the case of a dividend or distribution and shall become effective immediately after the close of business on the effective date in the case of such subdivision, split or combination, as the case may be.

9. Certain Defined Terms.

9.1 "**Base Amount**" means, with respect to each share of Series E Preferred Stock, as of the applicable date of determination, the sum of (1) the Stated Value thereof, plus (2) the unpaid dividend amount thereon as of such date of determination.

9.2 "**Cash on Hand**" means (1) currency on hand (2) demand deposits with banks or financial institutions (3) other kinds of accounts that have the general characteristics of demand deposits (4) short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Generally, only investments maturing within three months from the date of acquisition qualify.

9.3 "**Certificate of Designations**" means this Certificate of Designations of Preferences, Rights and Limitations of Series E Convertible Preferred Stock.

9.4 "**Conversion Price**" means, with respect to each share of Series E Preferred Stock, as of any Conversion Date or other applicable date of determination, $1.60, subject to adjustment as provided herein.

9.5 "**Fundamental Transaction**" means directly or indirectly, in one or more related transactions: (i) the Corporation or any subsidiary realizes net proceeds from any equity or equity-linked financing during any fiscal quarter in an amount which would cause the cash or cash equivalents of the Corporation to exceed Five Million Dollars ($5,000,000), (ii) the Corporation consolidates or merges with or into (whether or not the Corporation or any of its Subsidiaries is the surviving corporation) any other Person, or (iii) the Corporation or any of its Subsidiaries sells, leases, licenses, assigns, transfers, conveys or otherwise disposes of all or substantially all of its respective properties or assets to any other Person, ***provided that***, in the event of a Fundamental Transaction under clause (ii) or (iii), neither such Fundamental Transaction will proceed without the consent of the holders holding a majority of the shares of Series E Preferred Stock unless all shares of Series E Preferred Stock then held by the holders are redeemed with Interest upon closing of such Fundamental Transaction.

9.6 **"Partial Redemption Condition"** means: (i) the occurrence of a Fundamental Transaction; and (ii) the receipt of written notice from the holder of Series E Preferred Stock to elect an Optional Redemption payment

9.7 "**Partial Redemption Date**" means the date when a Partial Redemption Condition has been satisfied and an optional redemption payment is required to be made to a holder as contemplated herein.

9.8 "**Trading Days**" means, as applicable, (x) with respect to all price determinations relating to the Common Stock, any day on which the Common Stock is traded on the OTC Market, or, if the OTC Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the holders or (y) with respect to all determinations other than price determinations relating to the Common Stock, any day on which The NASDAQ Venture Market (or any successor thereto) is open for trading of securities.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this __day of July, 2019.

By:_____
Name: Kenneth Puzder
Title: Chief Financial Officer

Exhibit 10.1

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT dated July 29, 2019 (this "Agreement") between Exactus, Inc.., a Nevada corporation (the "Purchaser"), and Green Goddess Extracts, LLC, a Florida limited liability company (the "Seller").

RECITALS

WHEREAS, the Purchaser desires to purchase from the Seller and the Seller desires to sell to the Purchaser all of Seller's rights, title and interest in and to the Assets (as hereinafter defined), all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

CERTAIN DEFINITIONS

Section 1.01 Certain Definition.

(a) The following terms, when used in this Agreement, shall have the respective meanings ascribed to them below:

"ACTION" means any claim, action, suit, inquiry, hearing, investigation or other proceeding.

"AFFILIATE" means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is controlled by or is under common Control with, such Person. For purposes of this definition, "CONTROL" (including, with correlative meanings, the terms "Controlled by" and "under common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock, as trustee or executor, by Contract or credit arrangement or otherwise.

"AGREEMENT" has the meaning set forth in the preamble hereto.

"ANCILLARY AGREEMENTS" means the BILL OF SALE, the EMPLOYMENT AGREEMENT and the ASSIGNMENT AGREEMENT.

"ASSETS" has the meaning set forth in Section 2.01.

"ASSIGNMENT AGREEMENT" has the meaning set forth in Section 3.01 (b).

"ASSIGNED CONTRACTS" has the meaning set forth in Section 2.02 (i)(1).

"BILL OF SALE" has the meaning set forth in Section 3.02(a).

"BOOKS AND RECORDS" means all of the books and records, in all formats (both tangible and intangible), used or maintained by or on behalf of the Seller in connection with or otherwise related to the Business, including (a) executed copies of all of the written Assigned Contracts, if any, and written descriptions of any oral Assigned Contracts, if any, (b) copies of all Contracts relating to the engagement of or the performance of services by the clients and customers of the Business, (c) all equipment, product and other warranties pertaining to the Assets, (d) all technical information and any data, maps, computer files, diagrams, blueprints and schematics, (e) all filings made with or records required to be kept by any Governmental Entity (including all backup information on which such filings are based), (f) all research and development reports, (g) all equipment and operating logs, (h) all financial and accounting records, (i) all employment records, and (j) all creative, promotional or advertising materials.

"BUSINESS" means the business of producing, marketing, and selling products consisting of or containing Cannabinoids and other products derived from industrial hemp.

"CASH" means, as of any applicable time of determination, Seller's actual cash (bank) balances and cash equivalents (including cash on hand and deposits in transit), in each case, determined in accordance with GAAP. For the avoidance of doubt, Cash will be calculated net of issued but uncleared checks and will include checks, other wire transfers and drafts deposited or available for deposit for the account of the Seller.

"CLAIM NOTICE" means written notification pursuant to Section 7.02(a) of a Third-Party Claim as to which indemnity under Section 7.01 is sought by an Indemnified Party, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third-Party Claim and for the Indemnified Party's claim against the Indemnifying Party under Section 7.01, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of the Indemnified Party's Losses in respect of such Third-Party Claim.

"CLOSING" has the meaning set forth in Section 3.01.

"CLOSING DATE" has the meaning set forth in Section 3.01.

"CONTRACT" means any agreement, lease, debenture, note, bond, evidence of Indebtedness, mortgage, indenture, security agreement, option or other contract or commitment (whether written or oral).

"DISCLOSURE SCHEDULE" shall have the meaning set forth in Article IV.

"DISPUTE NOTICE" means a written notice provided by any party against which indemnification is sought under this Agreement to the effect that such party disputes its indemnification obligation under this Agreement.

"DISPUTE PERIOD" means the period ending thirty calendar days following receipt by an Indemnifying Party of either a Claim Notice or an Indemnity Notice.

"EMPLOYMENT AGREEMENT" shall have the meaning set forth in Section 3.03(c).

"EMPLOYMENT PLAN" shall have the meaning set forth in Section 2.01(d).

"EXCLUDED ASSETS" shall have the meaning set forth in Section 2.01(d).

"EXCLUDED LIABILITIES" shall have the meaning set forth in Section 2.02 (ii).

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied throughout the specified period and all prior comparable periods.

"GOVERNMENTAL AUTHORIZATION" means any approval, consent, ratification, waiver, license, permit, registration or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Laws, including without limitation, any bond, certificate of authority, accreditation, qualification, license, franchise, permit, order, registration, variance or privilege.

"GOVERNMENTAL ENTITY" means any government or political subdivision thereof, whether foreign or domestic, federal, state, provincial, county, local, municipal or regional, or any other governmental entity, any agency, authority, department, division or instrumentality of any such government, political subdivision or other governmental entity, any court, arbitral tribunal or arbitrator, and any nongovernmental regulating body, to the extent that the rules, regulations or orders of such body have the force of Law.

"INDEBTEDNESS" means, as to any Person: (i) all obligations, whether or not contingent, of such Person for borrowed money (including, without limitation, reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured), (ii) all obligations of such Person evidenced by notes, bonds, debentures, capitalized leases or similar instruments, (iii) all obligations of such Person representing the balance of deferred purchase price of property or services, (iv) all interest rate and currency swaps, caps, collars and similar agreements or hedging devices under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (v) all indebtedness created or arising under any conditional sale or other title retention Contract with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such Contract in the event of default are limited to repossession or sale of such property), (vi) all indebtedness secured by any Lien on any property or asset owned or held by such Person regardless of whether the indebtedness secured thereby shall have been assumed by such Person or is non-recourse to the credit of such Person, and (vii) all indebtedness referred to in clauses (i) through (vi) above of any other Person that is guaranteed, directly or indirectly, by such Person.

"INDEMNIFIED PARTY" means any Person claiming indemnification under any provision of Article VII.

"INDEMNIFYING PARTY" means any Person against whom a claim for indemnification is being asserted under any provision of Article VII.

"INDEMNITY NOTICE" means written notification pursuant to Section 7.02(b) of a claim for indemnification under Article VII by an Indemnified Party, specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of the Indemnified Party's Losses in respect of such claim.

"INSURANCE POLICY" shall have the meaning set forth in Section 4.14.

"INTELLECTUAL PROPERTY" shall have the meaning set forth in Section 4.16 (b).

"KNOWLEDGE" means the actual or constructive knowledge after due inquiry of any current officer or manager of the Seller.

"LAWS" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Entity.

"LEASED PREMISES" shall have the meaning set forth in Section 4.12.

"LEASES" shall have the meaning set forth in Section 4.12.

"LIABILITY" means all Indebtedness, obligations and other Liabilities of a Person, whether absolute, accrued, contingent, fixed or otherwise, and whether due or to become due (including for Taxes).

"LIEN" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, whether voluntary or involuntary (including any conditional sale Contract, title retention Contract or Contract committing to grant any of the foregoing).

"LOSS" means any and all damages, fines, fees, penalties, deficiencies, losses and expenses (including, without limitation, all interest, court costs, fees and expenses of attorneys, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment).

"MATERIAL ADVERSE EFFECT" means any material adverse effect on the condition, operations, business, prospects or results of sales of the Seller; PROVIDED, HOWEVER, that any adverse effect arising out of or resulting from the entering into of this Agreement or the consummation of the transactions contemplated hereby, shall be excluded in determining whether a Material Adverse Effect has occurred.

"ORDER" means any writ, judgment, decree, injunction or similar order of any Governmental Entity (in each case whether preliminary or final).

"OWNED INTELLECTUAL PROPERTY" " shall have the meaning set forth in Section 4.16(a).

"ORDINARY COURSE OF BUSINESS" means an action taken by any Person in the ordinary course of such Person's business which is consistent with the past customs and practices in frequency and amount of such Person.

"ORGANIZATIONAL DOCUMENTS" means, with respect to any Person (other than an individual), the certificate or articles of incorporation or organization, certificate of limited partnership and any joint venture, limited liability company, operating, voting or partnership agreement, by-laws, or similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"PERSON" means any individual, partnership, limited liability company, corporation, association, joint stock company, trust, estate, joint venture, unincorporated organization, Governmental Entity or any other entity of any kind.

"PROCEEDING" means any litigation, action, suit, mediation, arbitration, assessment, investigation, hearing, grievance or similar proceeding (in each case, whether civil, criminal, administrative or investigative) initiated, commenced, conducted, heard, or pending by or before any Governmental Entity, arbitrator or mediator.

"PURCHASE PRICE" has the meaning set forth in Section 2.01.

"PURCHASER" has the meaning set forth in the preamble hereto.

"RESOLUTION PERIOD" means the period ending thirty days following receipt by an Indemnified Party of a Dispute Notice.

"SELLER" has the meaning set forth in the preamble hereto.

"SELLER PARTIES" shall have the meaning set forth in Section 9.01.

"SOLVENT" means, with respect to the Seller, that (a) the Seller is able to pay its Liabilities, as they mature in the normal course of business, and (b) the fair value of the assets of the Seller is greater than the total amount of Liabilities of the Seller.

"TAX RETURN" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

"TAXES" means all federal, state, local and foreign income, profits, franchise, license, social security, transfer, registration, estimated, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever together with all interest, penalties, fines and additions to tax imposed with respect to such amounts and any interest in respect of such penalties and additions to tax.

"THIRD-PARTY CLAIM" has the meaning set forth in Section 7.02(a).

"TRANSFER TAXES" means all sales, use, value added, excise, registration, documentary, stamps, transfer, real property transfer, recording, gains, stock transfer and other similar Taxes and fees.

(b) For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders; (ii) references herein to "Articles", "Sections", "subsections" and other subdivisions without reference to a document are to the specified Articles, Sections, subsections and other subdivisions of this Agreement; (iii) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule shall also apply to other subdivisions within a Section or subsection; (iv) the words "herein", "hereof", "hereunder", "hereby" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and (v) the words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation". All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

ARTICLE II.

PURCHASE AND SALE OF ASSETS

Section 2.01 Purchase and Sale of Assets.

(a) **Purchase Price**. In consideration for the purchase of the Assets, Purchaser shall pay Seller the aggregate purchase price equal to the sum of the following items (collectively, the "PURCHASE PRICE"):

(i) Installment payments totaling $250,002, to be paid in six installments as follows, provided the Seller has delivered to the Purchaser a complete list of Assets pursuant to Section 2.01(d) herein: (x) $41,667 shall be due and payable within 90 days of Closing, as hereinafter defined; and (y) five (5) additional installments of $41,667 shall be paid to the Seller commencing October 12th, 2019 and continuing on the first day of each month thereafter; plus

(ii) An additional cash payment, to be paid at the Closing, equal to the fully-depreciated value of all of the Assets as shown on the Seller's balance sheet as of Friday, July 19, 2019.

(iii) Restricted Stock.

1) 250,000 shares of restricted common stock, vesting 1/24 on the Closing Date, and an additional 1/24th of the restricted stock units shall vest on the first day of each month thereafter, provided neither Purchaser nor Employee under the Employment Agreement contemplated herein is in breach of this Agreement or the Employment Agreement.

2) Subject to the terms and conditions of the Employment Agreement (as defined below), when and if Purchaser achieves sales of products utilizing the Seller's flavored products in excess of $500,000 monthly for a three month average, the Purchaser shall issue to the Seller restricted units of common stock of the Purchaser having a value of $250,000, to be valued according to the volume-weighted average price for the Company's common stock for the 20 trading days preceding the signature date of the agreement issuing such restricted units to Seller. 1/24th of the restricted stock units shall vest on such signature date, and an additional 1/24th of the restricted stock units shall vest on the first day of each month thereafter, provided neither Purchaser nor Employee under the Employment Agreement contemplated herein is in breach of this Agreement or the Employment Agreement.

(b) **Sale of Assets**. In consideration of the payment by the Purchaser of the Purchase Price, the Seller hereby agrees to sell, convey, transfer, assign, grant and deliver to the Purchaser, free and clear of all Liens, and the Purchaser hereby agrees to purchase, acquire and accept from the Seller, at the Closing, all of the Seller's right, title and interest in and to all of the assets and properties (real, personal and mixed, tangible and intangible, of every kind and description, wherever located), used or held for use in connection with, or related to, the Business, (collectively, the "ASSETS"), including without limitation those assets set forth on Schedule 1 and the following:

(i) all tangible personal property, including computer hardware, office and other equipment, accessories, machinery, furniture, fixtures, and vehicles;

(ii) all inventory and supplies maintained by Seller in connection with the Business;

(iii) all Governmental Authorizations necessary for or incident to the operation of the Business, to the extent assignable;

(iv) all of Seller' rights under the Assigned Contracts (as defined below);

(v) all Cash of Seller, and all accounts receivable and notes receivable of Seller arising prior to the Closing Date;

(vi) all of Seller's interest in and to (i) all patents, applications for patents, copyrights, license agreements, assumed names, trade names, trademark and/or service mark registrations, applications for trademark and/or service mark registrations, trademarks and service marks of Seller, as more particularly described in Schedule 1, and all variants thereof, including all of Seller's rights to use the name "GREEN GODDESS EXTRACTS" to the exclusion of Seller; (ii) all of Seller's interest in and to all of Seller's customer base (including sponsors), and the right to do business with such customers, including and all of Seller's rights in and to customer information, customer records, customer lists, and candidate and prospect lists; (iii) all telephone numbers, fax numbers, telephone directory advertising, web sites, domain names, domain leases, social media accounts, and e-mail addresses used or held for use in the Business, all as identified on Schedule 1; (iv) all of Seller's other proprietary information, including trade secrets, know-how, operating data and other information pertaining to the Business; and (v) all of Seller's other intangible assets related to the Business, including the goodwill associated with the Business;

(vii) all Books and Records;

(viii) all claims of against third parties relating exclusively to the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent;

(ix) all rights relating to deposits and prepaid expenses relating to the Business;

(x) all warranties (express and implied) that continue in effect with respect to any Asset, to the extent assignable; and

(xi) all other assets of the Seller, not described above, which are either (1) reflected on the Financial Statements and not disposed of by the Seller in the Ordinary Course of Business between the date of the most recent financial statement provided to the Purchaser and the Closing Date, or (2) acquired by the Seller in the Ordinary Course of Business between the date of the Interim Financial Statement and the Closing Date.

(c) **List of Assets**. No later than 30 days after the Closing, the Seller shall provide a complete list of Assets to the Purchaser as an amendment to Schedule 1 hereto, which shall be reviewed and approved by the Purchaser, at the Purchaser's sole discretion. Upon review and written approval of the Purchaser, Schedule 1 shall be considered amended and part of the Assets sold pursuant to this Agreement.

(d) Excluded Assets. Notwithstanding the provisions of Section 2.01(b), the Assets shall not include any of the right, title or interest of the Seller in, to and under the following (herein referred to as the "EXCLUDED ASSETS"): (a) any Organizational Documents of the Seller and any company records having to do with the organization and capitalization of the Seller; (b) any employee plans as to which the Seller sponsors, maintains, contributes or is obligated to contribute, or under which the Seller has or may have any Liability related to the Business (the "EMPLOYMENT PLAN"); (c) any and all Contracts that are not Assigned Contracts; (d) the consideration delivered to Seller by Purchaser pursuant to this Agreement; (e) any Books and Records which Seller is required by applicable Law to retain; provided, however, that Seller shall provide Buyer with copies of all such Books and Records at or prior to the Closing; (f) all rights in and with respect to insurance policies of the Seller, except for any proceeds of such insurance and claims therefor relating to the Assets; (g) all Tax refunds attributable to the operations of the Seller; and (h) the assets listed on Schedule 2.01(c) attached hereto.

Section 2.02 Liabilities.

(i) Subject to the terms and conditions of this Agreement, at the Closing, Buyer shall assume and agree to perform, pursuant to the Bill of Sale and Assignment Agreement, only the following (collectively, the "ASSUMED LIABILITIES"): and

1) the Liabilities of the Seller under the Contracts identified on Schedule 2.02(i)(1) (collectively, the "ASSIGNED CONTRACTS") arising in the Ordinary Course of Business after the Closing Date and relating to the Assigned Contracts), but excluding any Liability to the extent arising out of or relating to a breach, violation, default or failure to perform by the Seller that occurred prior to the Closing Date; and

(ii) Except as contemplated by Section 2.02(i) and as expressly set forth in the Bill of Sale and Assignment Agreement, Purchaser shall not assume, nor shall it agree to pay, perform or discharge, any Liability of the Seller, whether or not arising from or relating to the conduct of the Business and whether absolute, contingent, accrued, known or unknown (the "EXCLUDED LIABILITIES"). Without limiting the generality of the prior sentence, Excluded Liabilities shall include, without limitation:

1) any Liability to pay any Taxes of the Seller, regardless of whether arising in connection with the consummation of the transactions contemplated hereby or otherwise;

2) any Liability of Seller for performance under the Ancillary Agreements;

3) any Liability under any Assigned Contract to the extent arising and relating to a period prior to the Closing Date or to the extent relating to any breach, violation, default or failure to perform by Seller that occurred prior to the Closing Date;

4) any Liability (other than the Assumed Liabilities) otherwise relating to the Assets or the operation of the Business to the extent arising and related to a period prior to the Closing Date including;

5) any Liability relating to the Excluded Assets;

6) any Liability under any Employee Plan;

7) any Liability arising out of or relating to Seller's termination of the Seller's employees, either prior to or following the Closing Date, including but not limited to any Liability or obligation under any applicable Law and any contractual claims for severance or similar obligations;

8) any Liability of the Seller for any failure to comply with any Laws;
9) any other Liability of Seller that is not an Assumed Liability.

ARTICLE III.

THE CLOSING

Section 3.01 Closing. The closing of the transactions contemplated hereby (the "CLOSING") shall take place upon the Parties' execution of this Agreement, or on such other date as the parties hereto may mutually determine in writing (the "CLOSING DATE").

Section 3.02 Delivery of Items by the Seller. The Seller shall deliver to the Purchaser at the Closing the items listed below:

(a) a Bill of Sale for the Assets, duly executed by the Seller, in the form attached hereto as EXHIBIT A (the "BILL OF SALE");

(b) an Assignment and Assumption Agreement, in the form attached hereto as Exhibit C (the "ASSIGNMENT AGREEMENT");

(c) a certificate of the secretary or equivalent officer of Seller, in form and substance reasonably satisfactory to Buyer, certifying that attached thereto is a true, correct and complete copy of (1) the Organizational Documents of the Seller, (2) resolutions duly adopted by the managers and members of the Seller authorizing the performance of the transactions contemplated by this Agreement and the execution and delivery of the Ancillary Agreements to which it is a party, and (3) a certificate of existence or good standing (or equivalent document), as of a recent date, of such Seller from its jurisdiction of formation; and

(d) such other documents and instruments as the Purchaser may reasonably request.

Section 3.03 Delivery of Items by the Purchaser. The Purchaser shall deliver to the Seller at the Closing the items listed below:

(a) The initial installment payment called for under Section 2.01(a)(i);

(b) Funds equal to the fully-depreciated balance sheet value of the Assets, as called for under Section 2.01(a)(ii);

(c) An Employment Agreement under which Alex (Alevandro) De La Espriella ("Employee") shall be employed as an executive of the Purchaser, in the form attached hereto as EXHIBIT B (the EMPLOYMENT AGREEMENT"); and

(d) such other documents and instruments as the Seller may reasonably request.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereunder, the Seller represents and warrants to the Purchaser as follows, as of the date hereof and as of the Closing Date (except to the extent made only as of a specified date, in which case as of such date), which representations and warranties are supplemented and qualified by the disclosures contained in the disclosure schedule attached hereto as Exhibit C (the "DISCLOSURE SCHEDULE") that contains references to the representations and warranties to which the disclosures contained therein relate:

Section 4.01 Authorization and Ownership. The Seller has full power and authority to execute and deliver this Agreement and the Ancillary Agreements, as applicable, and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements have been duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery hereof and thereof by the Purchaser, constitute the valid and legally binding obligations of the Seller enforceable in accordance with their respective terms. Seller is a limited liability company organized under the laws of the State of Florida, in good standing, and has obtained all consents and other approvals necessary under Florida law, its Articles of Organization, and its Operating Agreement (if any) necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements. Seller has the full right, power and authority to own, lease and operate all of its properties and assets and carry out the Business as it is presently conducted.

Section 4.02 Brokers Fees. No agent, broker, finder, investment banker, financial advisor or other similar Person will be entitled to any fee, commission or other compensation in connection with any of the transactions contemplated by this Agreement on the basis of any act or statement made or alleged to have been made by the Seller, any of its Affiliates, or any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the Seller or any such Affiliate.

Section 4.03 Noncontravention.

(a) Neither the execution, delivery or performance of this Agreement or the Ancillary Agreements, as applicable, nor the consummation of the transactions contemplated hereby or thereby will, with or without the giving of notice or the lapse of time or both, (i) violate any Law or Order or other restriction of any Governmental Entity to which the Seller may be subject or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of any right or obligation under, create in any party the right to accelerate, terminate, modify, cancel, require any notice under or result in the creation of a Lien on any of the Assets under, any Contract to which the Seller is a party or by which it is bound and to which any of its Assets is subject.

(b) The execution and delivery of this Agreement and the Ancillary Agreements, as applicable, by the Seller do not, and the performance of this Agreement and the Ancillary Agreements by the Seller and the consummation of the transactions contemplated hereby and thereby will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity.

Section 4.04 Litigation. There is no pending or, to the Knowledge of the Seller, threatened Action against or affecting the Assets. Neither the Seller nor the Assets are subject to any Order restraining, enjoining or otherwise prohibiting or making illegal any action by the Seller, this Agreement or any of the transactions contemplated hereby.

Section 4.05 Contracts. There are no executory Contracts (whether license agreements, development agreements or otherwise), to which any of the Assets are bound or subject (other than this Agreement).

Section 4.06 Compliance With Laws. The Seller is not in violation of, has not violated and, to the Knowledge of the Seller, is not under investigation with respect to any possible violation of, and has not been threatened to be charged with any violation of, any Order of Law applicable to the Business or the Assets.

Section 4.07 Title to Assets. (i) the Seller has good and marketable title to all of the Assets free and clear of all Liens; (ii) this Agreement and the instruments of transfer to be executed and delivered pursuant hereto will effectively vest in the Purchaser good and marketable title to all of the Assets free and clear of all Liens; (iii) and no Person other than the Seller has any ownership interest in any of the Assets. The tangible assets included in the Assets are in good working order, condition and repair, reasonable wear and tear excepted, and are not in need of maintenance or repairs except for maintenance or repairs which are routine, ordinary and are not material in costs or nature. Except as set forth in Section 4.07 of the Disclosure Schedule, all of the Assets are located at the Leased Premises.

Section 4.08 Solvency. The Seller is and, after consummation of the transactions contemplated by this Agreement, will be Solvent.

Section 4.09 Materiality. The representations and warranties on the part of the Seller contained in this Agreement, and the statements contained in any of the Schedules or in any certificates furnished to the Purchaser pursuant to any provisions of this Agreement, including pursuant to Article VI hereof, do not contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

Section 4.10 Financial Statements. Set forth in Section 4.10 of the Disclosure Schedule are the following financial statements of Seller (collectively, the "FINANCIAL STATEMENTS"): (i) the unaudited consolidated balance sheet the Seller as of December 31, 2018 and December 31, 2017 and the related unaudited consolidated statements of income, cash flow and changes in owners' equity for the fiscal years then ended; and (iii) the unaudited consolidated balance sheet of Seller as of June 30, 2019 (the "Interim Balance Sheet") and the related internally-prepared unaudited consolidated statements of income, cash flow and changes in owners' equity for the six-month period then ended (together with the Interim Balance Sheet, the "INTERIM FINANCIAL STATEMENTS"), all in accordance with GAAP.

Section 4.11 No Undisclosed Liabilities. Except as set forth in the Disclosure Letter, the Company has no liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations reflected or reserved against in the Interim Financial Statements and current liabilities incurred in the Ordinary Course of Business since the respective dates thereof.

Section 4.12 Real Property. Except for its interest in the Leased Premises, Seller does not own any right, title or interest in any real property nor has the Seller ever owned any real property. Section 4.12 of the Disclosure Schedule contains a list of all of the real property leased by the Seller in connection with the Business (collectively, the "LEASED PREMISES"), and identifies each Contract under which such property is leased (the "LEASES"). There are no subleases, licenses, concessions, occupancy agreements or other Contracts granting to any other Person the right of use or occupancy of the Leased Premises and there is no Person (other than Seller) in possession of the Leased Premises. There is no pending or threatened eminent domain taking affecting any portion of the Leased Premises which shall interfere with Seller's conduct of the Business. Seller has delivered to Buyer true, correct and complete copies of the Leases, including all amendments, modifications, notices or memoranda of lease thereto and all estoppel certificates or subordinations, non-disturbance and attornment agreements, if any, related thereto. The Leased Premises are in good working order, condition and repair. Seller's operation and use of the Leased Premises fully comply with all applicable Laws and the terms and conditions of the applicable Leases.

Section 4.13 Taxes. Seller has filed all Tax Returns which are required to be filed prior to the date of this Agreement and has paid or has reserved for the payment all Taxes which have become due and payable. No event has occurred which could impose on Purchaser any successor or transferee liability for any Taxes in respect of the Seller. All such Tax Returns are complete and accurate and disclose all Taxes required to be paid. All monies required to be withheld by the Seller (including from employees for income Taxes and social security and other payroll Taxes) have been collected or withheld, and either paid to the respective taxing authorities, set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of such Seller. No examination or audit of any Tax Return is currently in progress and no Governmental Entity is asserting, or has threatened in writing to assert, against the Seller any deficiency, proposed deficiency or claim for additional Taxes or any adjustment thereof with respect to any period for which a Tax Return has been filed, for which Tax Returns have not yet been filed or for which Taxes are not yet due and payable. No claim has ever been made by an authority in a jurisdiction where the Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction.

Section 4.14 Insurance. Section 4.14 of the Disclosure Schedule sets forth a description of the current insurance policies pertaining to the Business maintained by Seller (each, an "INSURANCE POLICY"), including policies by which the Seller, or any of the Assets, or the Seller's employees, officers or directors or the Business are insured. The Seller is not in default with respect to its obligations under any Insurance Policy and has not failed to give any notice or present any claim thereunder in a due and timely manner. No Seller has been denied insurance coverage or been subject to any gaps in insurance coverage in the two year period immediately preceding the date of this Agreement.

Section 4.15 Governmental Authorizations. Seller owns, holds or possesses all Governmental Authorizations (including, without limitation, Governmental Authorizations required by the FDA) which are necessary to entitle such Seller to own or lease, operate and use the Assets and to carry on and conduct the Business as currently conducted, all of which are set forth on Section 4.16 of the Disclosure Schedule (the "SELLER GOVERNMENTAL AUTHORIZATIONS"). None of the Seller or any of its respective its officers, managers, members or employees has been a party to or subject to any Proceeding seeking to revoke, suspend or otherwise limit the Seller Governmental Authorization, and the Seller has not received any written notice of any such Proceeding. Section 4.15 of the Disclosure Schedule indicates which of the Seller Governmental Authorizations shall be assigned to Purchaser at the Closing. Each of the Seller Governmental Authorizations is valid and in full force and effect, and Seller is in compliance in all respects with the terms of all of its Seller Governmental Authorizations.

Section 4.16 Intellectual Property.

(a) Schedule 4.16 sets forth a list of all patents, patent applications (including any provisional applications, divisions, continuations or continuations in part), material unregistered trademarks, registered trademarks and applications for registration for trademarks, copyright registrations and applications for registration of copyrights, domain name registrations, and social media accounts in each case owned by or held in the name of the Seller, specifying as to each such item, as applicable, (i) the item (with respect to trademarks), or title (with respect to all other items), (ii) the owner of the item, (iii) the jurisdiction in which the item is issued or registered or in which any application for issuance or registration has been filed, (iv) the issuance, registration or application number, and (v) the date of application and issuance or registration of the item (the "OWNED INTELLECTUAL PROPERTY"). Except as set forth on Schedule 4.17 of the Disclosure Schedule, (A) each item of Intellectual Property owned by the Seller including the Owned Intellectual Property is valid and in full force and effect and is owned by the Seller, free and clear of all Liens and other claims, including any claims of joint ownership or inventorship, (B) the registrations and applications for registration of the Owned Intellectual Property are held of record in the Seller's name, and (C) none of the Owned Intellectual Property is, or has been, the subject of any proceeding contesting its validity, enforceability or the Seller's ownership thereof. All issuance, renewal, maintenance and other payments that are or have become due as of the date hereof with respect to the Owned Intellectual Property have been timely paid by or on behalf of the Seller.

(b) The Seller (i) owns or possess adequate licenses or other valid rights to use all patents, patent applications, trademarks, trademark applications, copyrights, industrial designs, software, databases, data compilations, domain names, social media accounts, know-how, trade secrets, product formulas, inventions, rights-to-use and other industrial and intellectual property rights (collectively, "INTELLECTUAL PROPERTY") used in the conduct of the Business, (ii) the conduct of the Business by Seller does not infringe, misappropriate, dilute or conflict with, and has not conflicted with any Intellectual Property of any other Person, (iii) Seller has not received any notices alleging that the conduct of the Business, including the marketing, sale and performance of the services of the Business, infringes, dilutes, misappropriates or otherwise violates any Person's Intellectual Property (including, for the avoidance of doubt, any cease and desist letter or offer of license), (iv) no current or former employee of the Seller and no other Person owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, and including any rights to royalties or other compensation, in any of Intellectual Property owned or purported to be owned by the Seller, (v) there is no agreement or other contractual restriction affecting the use by the Seller of any of the Intellectual Property owned or purported to be owned by the Seller, and (vi) to the Knowledge of Seller, there has been no infringement, dilution, misappropriation or other violation of any of the Intellectual Property owned or purported to be owned by the Seller by any Person, and the Seller has not asserted or threatened any claim or objection against any Person for any such infringement or misappropriation nor is there any basis in fact for any such objection or claim.

(c) All employees, agents, consultants or contractors who have contributed to or participated in the creation or development of any patentable or trade secret material, or copyrightable material, in each case relating to the Business on behalf of the Seller or any predecessor in interest thereto either: (i) is a party to a "work-for-hire" agreement under which Seller is deemed to be the original owner/author of all property rights therein; or (ii) has executed an assignment or an agreement to assign in favor of Seller all right, title and interest in such material. The Seller has not received notice that, or otherwise has knowledge that, any employee, consultant or agent of the Seller in default or breach of any employment agreement, non-disclosure agreement, assignment of invention agreement or similar agreement relating to the protection, ownership, development, use or transfer of Intellectual Property owned by the Seller.

(d) The information technology systems owned, leased, licensed or otherwise used in the conduct of the Business, including all computer software, hardware, firmware, process automation systems and telecommunications systems used by Selles in the Business (the "IT Systems") perform reliably and in material conformance with the documentation and specifications for such systems. The Seller has taken commercially reasonable steps to ensure that the IT Systems do not contain any viruses, "worms," disabling or malicious code, or other anomalies that would materially impair the functionality of the IT Systems. The Seller has taken commercially reasonable steps to provide for the backup, archival and recovery of the critical business data of the Seller. The Seller has taken commercially reasonable measures to maintain the confidentiality and value of all of its trade secrets. None of the Seller's trade secrets nor any other confidential information of the Seller has been disclosed by the Seller to, or, to the knowledge of Seller, discovered by, any other Person except pursuant to non-disclosure agreements or to Persons entitled to receive such trade secrets or other confidential information that are legally obligated to maintain their confidentiality.

(e) The Intellectual Property (including the Owned Intellectual Property) owned and licensed by Seller and included in the Assets is sufficient to enable Purchaser to conduct the Business after the Closing in the manner in which the Business has been conducted by Seller prior to the Closing.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

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

Section 5.01 Authorization. The Purchaser has full power and authority to execute and deliver this Agreement and the Ancillary Agreements, as applicable, and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements have been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery hereof and thereof by the Seller, constitute the valid and legally binding obligations of the Purchaser enforceable in accordance with their respective terms. Purchaser is a corporation organized under the laws of the State of Nevada, in good standing, and has obtained all consents and other approvals necessary under Nevada law, its Articles of Incorporation, and its Bylaws necessary for the execution, delivery and performance of this Agreement and the Ancillary Agreements.

Section 5.02 Noncontravention.

(a) Neither the execution, delivery or performance of this Agreement or the Ancillary Agreements, as applicable, nor the consummation of the transactions contemplated hereby or thereby will, with or without the giving of notice or the lapse of time or both, (i) violate any Law or Order or other restriction of any Governmental Entity to which the Purchaser may be subject.

(b) The execution and delivery of this Agreement and the Ancillary Agreements, as applicable, by the Purchaser does not, and the performance of this Agreement and the Ancillary Agreements by the Purchaser and the consummation of the transactions contemplated hereby and thereby will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity.

Section 5.03 Brokers' Fees. No agent, broker, finder, investment banker, financial advisor or other similar Person will be entitled to any fee, commission or other compensation in connection with any of the transactions contemplated by this Agreement on the basis of any act or statement made or alleged to have been made by the Purchaser, any of its Affiliates, or any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the Purchaser or any such Affiliate.

ARTICLE VI.
CONDITIONS TO OBLIGATION TO CLOSE

Section 6.01 Conditions to Closing by the Purchaser. The obligation of the Purchaser to effect the transactions contemplated hereby is subject to the satisfaction or waiver by the Purchaser of the following conditions:

(a) The representations and warranties of the Seller set forth in this Agreement shall be true and correct in all material respects, with respect to representations and warranties not qualified by materiality, or in all respects, with respect to representations and warranties qualified by materiality, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

(b) The Seller shall have performed in all material respects the covenants required to be performed by it under this Agreement at or prior to the Closing Date.

(c) The Seller shall have executed and delivered each of the Ancillary Agreements, as applicable.

(d) There shall be no effective or pending Law or Order that would prohibit the Closing, and the Seller shall have obtained all necessary approvals of any Governmental Entities in connection with the transactions contemplated hereby and by the Ancillary Agreements.

(e) The Seller shall have delivered each of the items described in Section 3.02.

Section 6.02 Conditions to Closing by the Seller. The obligation of the Seller to effect the transactions contemplated hereby is subject to the satisfaction or waiver by the Seller of the following conditions:

(a) The representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all material respects, with respect to representations and warranties not qualified by materiality, and in all respects, with respect to representations and warranties qualified by materiality, in each case as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

(b) The Purchaser shall have performed in all material respects the covenants required to be performed by it under this Agreement at or prior to the Closing Date.

(c) The Purchaser shall have executed and delivered each of the Ancillary Agreements, as applicable.

(d) There shall be no effective or pending Law or Order that would prohibit the Closing, and the Purchaser shall have obtained all necessary approvals of any Governmental Entities in connection with the transactions contemplated hereby and by the Ancillary Agreements.

(e) The Purchaser shall have delivered each of the items described in Section 3.03.

ARTICLE VII.

INDEMNIFICATION

Section 7.01 Indemnification Obligations.

(a) Purchaser shall indemnify the Seller and its officers, directors, employees, agents and Affiliates (each, an "INDEMNIFIED PARTY") in respect of, and hold each harmless from and against, any and all Losses suffered, incurred or sustained by it or to which it becomes subject, resulting from, arising out of or relating to (i) any misrepresentation or breach of representation or warranty on the part of the Purchaser contained in this Agreement, (ii) any nonfulfillment of or failure to perform any covenant or agreement on the part of the Purchaser contained in this Agreement, and (iii) the Assumed Liabilities.

(b) Seller shall indemnify the Purchaser and its officers, directors, employees, agents and Affiliates (each, an "INDEMNIFIED PARTY") in respect of, and hold each harmless from and against, any and all Losses suffered, incurred or sustained by it or to which it becomes subject, resulting from, arising out of or relating to (i) any misrepresentation or breach of representation or warranty on the part of the Seller contained in this Agreement, (ii) any nonfulfillment of or failure to perform any covenant or agreement on the part of the Seller contained in this Agreement, and (iii) any Liabilities related to the Assets or the Business and arising from or related to facts, circumstances, or events occurring prior to the Closing.

(c) For purposes of indemnification under this Article VII only, all qualifications as to materiality and/or Material Adverse Effect contained in any representation or warranty shall be disregarded.

Section 7.02 Method of Asserting Claims. Claims for indemnification by an Indemnified Party under Section 7.01 will be asserted and resolved as follows:

(a) **Third-Party Claims.** In the event that any claim or demand in respect of which an Indemnified Party might seek indemnification under Section 7.01 in respect of, arising out of or involving a claim or demand made by any Person not a party to this Agreement against an Indemnified Party (a "THIRD-PARTY CLAIM"), the Indemnified Party shall deliver a Claim Notice to the either the Purchaser or the Seller, as appropriate, as the "Indemnifying Party" within thirty (30) days after receipt by such Indemnified Party of written notice of the Third Party Claim. If the Indemnified Party fails to provide the Claim Notice within such time period, the Indemnifying Party will not be obligated to indemnify the Indemnified Party with respect to such Third-Party Claim to the extent that the Indemnifying Party's ability to defend is actually prejudiced by such failure of the Indemnified Party. The Indemnifying Party will notify the Indemnified Party as soon as practicable within the Dispute Period whether the Indemnifying Party accepts or disputes its liability to the Indemnified Party under Section 7.01 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Party against such Third-Party Claim.

(i) **Defense by Indemnifying Party.** If the Indemnifying Party notifies the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Indemnified Party with respect to the Third-Party Claim pursuant to this Section 7.02, then the Indemnifying Party will have the right to defend, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, such Third-Party Claim by all appropriate proceedings, which proceedings will be vigorously and diligently prosecuted or defended by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (but only with the consent of the Indemnified Party in its sole discretion in the case of any settlement that provides for any relief other than the payment of monetary damages or that provides for the payment of monetary damages as to which the Indemnified Party will not be indemnified in full pursuant to Section 7.01). Subject to the immediately preceding sentence, the Indemnifying Party will have full control of such defense and proceedings, including any compromise or settlement thereof; PROVIDED, HOWEVER, that the Indemnified Party may, at the cost and expense of the Indemnifying Party, at any time prior to the Indemnifying Party's delivery of notice to assume the defense of such Third Party Claim, file any motion, answer or other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or appropriate to protect its interests. The Indemnifying Party shall not be liable to the Indemnified Party for legal expenses incurred by the Indemnified Party in connection with the defense of such Third Party Claim after the Indemnifying Party's delivery of notice to assume the defense. In addition, if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third-Party Claim that the Indemnifying Party elects to contest.

(ii) **Defense by Indemnified Party.** If the Indemnifying Party fails to notify the Indemnified Party within the Dispute Period that the Indemnifying Party desires to assume the defense of the Third-Party Claim, or if the Indemnifying Party fails to give any notice whatsoever within the Dispute Period, then the Indemnified Party will have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third-Party Claim by all appropriate proceedings, which proceedings will be prosecuted by the Indemnified Party in good faith or will be settled at the discretion of the Indemnified Party. The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; PROVIDED, HOWEVER, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third-Party Claim which the Indemnified Party is contesting. Notwithstanding the foregoing provisions of this Section 7.02, if the Indemnifying Party has notified the Indemnified Party within the Dispute Period that the Indemnifying Party disputes its liability hereunder to the Indemnified Party with respect to such Third-Party Claim and if such dispute is resolved in all respects in favor of the Indemnifying Party in the manner provided in clause (iii) below, the Indemnifying Party will not be required to bear the costs and expenses of the Indemnified Party's defense pursuant to this Section 7.02 or of the Indemnifying Party's participation therein at the Indemnified Party's request. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this Section 7.02, and the Indemnifying Party will bear its own costs and expenses with respect to such participation.

(iii) **Acceptance by Indemnifying Party.** If the Indemnifying Party notifies the Indemnified Party that it accepts its indemnification liability to the Indemnified Party with respect to the Third-Party Claim under Section 7.01, the Loss identified in the Claim Notice, as finally determined, will be conclusively deemed a liability of the Indemnifying Party under Section 7.01 and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand. If the Indemnifying Party timely disputes its liability with respect to such Third-Party Claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute, and if not resolved through negotiations with the Resolution Period, such dispute shall be resolved by litigation in a court of competent jurisdiction.

(b) **Non-Third Party Claims.** In the event any Indemnified Party should have a claim under Section 7.01 against any Indemnifying Party that does not involve a Third-Party Claim, the Indemnified Party shall deliver an Indemnity Notice with reasonable promptness to the Indemnifying Party. The failure or delay by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure or delay. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such Indemnity Notice within the Dispute Period, the Loss indemnified in the Indemnity Notice will be conclusively deemed a Liability of the Indemnified Party under Section 7.01 and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability with respect to such claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations within the Resolution Period, such dispute shall be resolved by litigation in a court of competent jurisdiction.

ARTICLE VIII.

POST-CLOSING COVENANTS

Section 8.01 Transfer Taxes. Notwithstanding anything herein to the contrary, Seller shall be liable for and shall pay any Transfer Taxes or other similar tax imposed in connection with the transfer of the Assets pursuant to this Agreement. The party responsible under applicable Law for remitting any such tax shall pay and remit such tax on a timely basis and, if such party is the Purchaser, the Purchaser shall notify the Seller of the amount of such tax, and the Seller shall promptly pay to the Purchaser the amount of such tax.

Section 8.02 Further Action. From and after the Closing each of the parties hereto shall execute and deliver such documents and take such further actions as may reasonably be required to carry out the provisions of this Agreement and the Ancillary Agreements and to give effect to the transactions contemplated hereby and thereby, including to give the Purchaser effective ownership and control of the Assets.

ARTICLE IX.

MISCELLANEOUS

Section 9.01 Non-Competition and Non-solicitation. The Seller and its managers, members, officers, and employees (collectively, the "SELLER PARTIES") agree and acknowledge that protection and maintenance of the competitive and other advantages represented by the Assets constitutes a legitimate business interest of the Purchaser, to be protected by the non-competition restrictions set forth herein. The Seller Parties agree and acknowledge that the non-competition restrictions set forth herein are reasonable and necessary and do not impose undue hardship or burdens on the Seller Parties. The Seller Parties also acknowledge that the Purchaser's Business (as defined below) is conducted worldwide (the "Territory"), and that the Territory, scope of prohibited competition, and time duration set forth in the non-competition restrictions set forth below are reasonable and necessary to maintain the value of the Assets, and to protect the goodwill and other legitimate business interests of the Purchaser, its affiliates and/or its clients or customers.

The Seller Parties hereby agree and covenant that they shall not without the prior written consent of the Purchaser, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employee, employer, consultant, principal, partner, shareholder, officer, director or any other individual or representative capacity (other than (i) as a holder of less than two (2%) percent of the outstanding securities of a company whose shares are traded on any national securities exchange or (ii) as a limited partner, passive minority interest holder in a venture capital fund, private equity fund or similar investment entity which holds or may hold an equity or debt position in portfolio companies that are competitive with the Purchaser; provided however, that the Seller Parties shall be precluded from serving as an operating partner, general partner, manager or governing board designee with respect to such portfolio companies), or whether on the Seller Parties' own behalf or on behalf of any other person or entity or otherwise howsoever, during the Term and thereafter to the extent described below, within the Territory:

(1) Engage, own, manage, operate, control, be employed by, consult for, participate in, or be connected in any manner with the ownership, management, operation or control of any business in competition with the Business of the Purchaser, as defined in the next sentence. For purposes hereof, the Purchaser's Business shall mean the business of producing, marketing, and selling products consisting of or containing CBD derived from industrial hemp, as well as any future related or unrelated industries or segments in which the Purchaser may engage or operate in the future.

(2) Recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Purchaser to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement, for the purpose of competing with the Business of the Purchaser;

(3) Attempt in any manner to solicit or accept, from any customer of the Purchaser, business of the kind or competitive with the business done by the Purchaser with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or might do with the Purchaser, or if any such customer elects to move its business to a person other than the Purchaser, provide any services of the kind or competitive with the business of the Purchaser for such customer, or have any discussions regarding any such service with such customer, on behalf of such other person for the purpose of competing with the Business of the Purchaser; or

(4) Interfere with any relationship, contractual or otherwise, between the Purchaser and any other party, including, without limitation, any supplier, distributor, co-venturer or joint venturer of the Purchaser, for the purpose of soliciting such other party to discontinue or reduce its business with the Purchaser for the purpose of competing with the Business of the Purchaser.

With respect to the activities described in Paragraphs (1), (2), (3) and (4) above, the restrictions of this Section 9.01 shall continue for a period of three (3) years after the Closing Date.

Section 9.02 Survival. Notwithstanding any right of the Purchaser (whether or not exercised) to investigate the affairs of the Seller or any right of any party (whether or not exercised) to investigate the accuracy of the representations and warranties of the other party contained in this Agreement or the waiver of any condition to Closing, each of the parties hereto has the right to rely fully upon the representations, warranties, covenants and agreements of the other contained in this Agreement. The representations, warranties, covenants and agreements of the parties hereto contained in this Agreement and any certificate or other document provided hereunder or thereunder will survive the Closing.

Section 9.03 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person, except for any Person entitled to indemnity under Article VII.

Section 9.04 Entire Agreement. This Agreement (including the Exhibits and the Schedules hereto) constitute the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede any prior understandings, agreements or representations by or between the parties hereto, written or oral, with respect to such subject matter.

Section 9.05 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties hereto.

Section 9.06 Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.07 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by electronic e-mail or mailed (by registered or certified mail, postage prepaid, return receipt requested) or delivered by reputable overnight courier, fee prepaid, to the parties hereto at the following addresses:

IF TO PURCHASER, TO:	Exactus, Inc. 80 NE 4th Avenue, Suite 28 Delray Beach, FL 33483 Attn: Emiliano Aloi, President E-mail:emi@exactusinc.comf
IF TO SELLER, TO:	Green Goddess Extracts, LLC _____ _____ Attn: Alejandro De La Esprilla, Manager E-mail:

Any party hereto may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner set forth herein.

Section 9.08 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Florida.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER ANCILLARY AGREEMENTS, AND THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 9.09 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless such amendment is in writing and signed by each of the parties hereto. No waiver by any party hereto of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

Section 9.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

Section 9.11 Expenses. Except as otherwise expressly set forth herein or therein, each of the parties hereto will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby or thereby, whether or not the transactions contemplated hereby or thereby are consummated.

Section 9.12 Incorporation of Exhibits and Schedules. The Exhibits, Annexes and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof. Unless otherwise specified, no information contained in any particular numbered Schedule shall be deemed to be contained in any other numbered Schedule unless explicitly included therein (by cross reference or otherwise).

Section 9.13 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedy available to them at law or equity.

Section 9.14 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.15 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

EXACTUS, INC. ("Purchaser")

By: _____
Emiliano Aloi, President

GREEN GODDESS EXTRACTS, LLC ("Seller")

By:_____
Alejandro De La Esprilla, as Manager of the Seller,
and personally as to Section 9.01 of this Agreement

SCHEDULE 1

(a) All of Seller's right, title, and interest in and to the following items of equipment:

Description	Quantity
All CBD related business	
Existing Inventory	
Existing Equipment	
Total	

(b) All of Seller's right, title, and interest in and to the following web domain(s):

(c)

(d)

EXHIBIT A – BILL OF SALE

EXHIBIT B – EMPLOYMENT AGREEMENT

EXHIBIT C – DISCLOSURE SCHEDULE

Exhibit 10.2

MANAGEMENT AND SERVICES AGREEMENT

This MANAGEMENT AND SERVICES AGREEMENT (this "Agreement") is made as of July __, 2019, effective as of March 1, 2019, by and between Exactus, Inc. (the "Company"), a Nevada corporation, Ceed2Med, LLC ("C2M"), a Florida limited liability company, Vladislav Yampolsky ("Yampolsky"), Jamie Goldstein ("Goldstein") and Emiliano Aloi ("Aloi").

RECITALS

WHEREAS, C2M was founded in 2018 by Goldstein and Yampolsky (the "Founders") who together with Aloi, have developed and own valuable intellectual property, know-how, knowledge and experience that the Company desires to access, and has established strong relationships, expertise, contacts, opportunities, sources of seed, agricultural expertise, raw materials, products, extraction, production, manufacturing, testing and related capabilities, for the growing, manufacture and sale of hemp-derived CBD products, and are recognized experts in the field of hemp-derived CBD in which they have participated at least 2014 around the world;

WHEREAS, during November 2018 the Company became engaged in the business of hemp-derived CBD following passage of the Agriculture Improvement Act of 2018 (the "2018 Farm Bill") and entered into discussions for a relationship with C2M in order to prepare for broad participation in the hemp-derived CBD market (the "Company Purpose");

WHEREAS, in order to pursue the Company Purpose, the Company and C2M determined that the Company would be required to initially obtain sources of supply and/or distribution rights, products and inventory in order to develop and offer retail products and thereafter to seek to expand into additional businesses engaged in CBD through the assistance of C2M;

WHEREAS, C2M and the Company have cooperated in good faith in order to pursue the Company Purpose and in furtherance thereof (A) on January 8, 2019 entered into a Master Product Development and Supply Agreement (the "Supply Agreement") which provides, among other things, that C2M shall provide ongoing assistance, training, education, manufacturing, distribution, support and supply of various finished products and (B) agreed, for Consideration as described herein, to (i) assign to the Company C2M's rights (the "EOW Assets") to subscribe for and purchase a 50.1% interest in Exactus One World, LLC ("EOW")(formerly known as Burros and Pirates, LLC), an Oregon limited liability company which possessed agricultural assets, rights, including leases, permits and relationships, to permit C2M to become engaged in farming of approximately 200 acres for the production of industrial hemp located in Southwest Oregon, and (ii) highly valuable relationships with seed suppliers and farm operators;

WHEREAS, the Company has determined the C2M relationship provides additional opportunities to expand and desires to secure additional services, assistance and opportunities and Company desires to issue to C2M, the Founders and Aloi, the Consideration set forth herein (the "EOW Consideration") for assignment (the "Assignment") of the EOW Assets, and to confirm C2M will, on the terms and subject to the conditions herein and any other agreements providing for additional assistance, the further Consideration referenced herein;

WHEREAS, the Company has engaged Scalar, LLC, an independent valuation concern, to issue a fairness opinion (the "Fairness Opinion") and perform a valuation regarding the EOW Assets and the EOW Consideration to be paid as provided herein, such Fairness Opinion was presented to the Board of Directors of the Company on May 9, 2019, and the Board of Directors has approved and accepted such Fairness Opinion and has authorized the Company to pay $10 million of its preferred stock, as Consideration for the Assignment and in consideration of the EOW Assets to the persons related to C2M set forth on Schedule A annexed hereto); and

WHEREAS, the additional services, assistance and opportunities the Company desires to secure from C2M, include the following:

- right of participation for further investment and business opportunities in order to rapidly expand the Company's business and operations in hemp-derived CBD;
- executive, sourcing, vendor, product, production and other expertise and resources;
- appointment of Aloi to the position of President of the Company;
- introductions to farming and other financing;
- designs for international "Hemp-Café" store design and franchise opportunities including plans, drawings, approvals and authorizations, leads and contacts;
- access to leasing of prime real estate in Delray Beach Florida at a location owned by Yampolsky with an option to purchase, and the continuing assistance of Yampolsky in connection with management, design, and promotion of the project;
- drawings, designs and specifications for extraction, production and manufacturing facilities and resources;
- brand development and support services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Appointment of President; Relationship of Company and the President.

Company agrees to appoint Aloi as President and Aloi agrees to accept such appointment as President. C2M and Company hereby agree and do hereby waive any and all conflicts of interest and duties to C2M and the Company incumbent upon Aloi in connection with his appointment hereunder and his continuing assistance to C2M. Aloi shall have such rights and authority as normally accustom such position, and shall report directly to the Chief Executive Officer and the Board of Directors of the Company.

Aloi shall provide management and operational support services to the Company, as President, and as hereinafter provided until his resignation or removal in accordance with the Bylaws of the Company. Until such time as a separate employment agreement is entered into with Aloi and the Company, Aloi shall be entitled to participate in all benefit, incentive, reimbursement and equity plans available to the senior executives of the Company, and shall be entitled to receive such salary and other benefits, paid by the Company.

On and following the date of his appointment as President, Aloi shall be entitled to continue and complete any and all work in process and proposals accepted by C2M, and receive Consideration and benefits from C2M during and after appointment as President hereunder, if any, and distribution or assignment of property (including shares of common stock of the Company owned by C2M) which shall not be deemed a conflict of interest ("In-Process Projects"). Following completion of the In-Process Projects with the parties thereto (including any renewals or extensions thereof), Aloi shall enter into negotiations for customary employment agreement terms under which Aloi will agree to devote his full time efforts and activities to the Company.

Nothing contained herein shall be deemed to make or render the Company a partner, co-venturer or other participant in the business or operations of Aloi, the Founders, or C2M, or in any manner to render Company liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Aloi, the Founders or C2M. Similarly, nothing contained herein shall be deemed to make or render the Founders, Aloi or C2M a partner, co-venturer or other participant in the business or operations of the Company, or in any manner to render the Founders, Aloi or C2M liable, as principal, surety, guarantor, agent or otherwise for any of the debts, obligations or liabilities of Company. The relationship of C2M and the Company is that of shareholder and issuer.

C2M agrees to indemnify and hold harmless the Company, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any matter or circumstance arising under or in connection with this Agreement, the business or affairs of C2M, its founders, members or managers, this Agreement or the appointment of Aloi as an executive of the Company, or the inaccuracy or falsity of any representation or warranty or breach or failure by C2M to comply with any covenant or agreement made herein or in any other document furnished by C2M to any of the foregoing in connection with this transaction.

2. Project Management Services.

Commencing on the date of this Agreement, C2M and the Founders will provide, supply and render such additional project management and operational support services as are from time to time requested in order to assist Aloi, as President, and to provide service to the Company, as more specifically described below:

Administer and supervise EOW and agricultural opportunities and farm ventures, initially consisting of 200 acres located in southwest Oregon majority-owned and jointly controlled by the Company.

Administer and supervise the personnel of C2M deployed to service the Company's business, such as white label/private label sales and support, sales and marketing, sourcing, customer service, project finance and reporting.

Source raw material, extraction, production and manufacturing vendors and acquisition opportunities which shall be presented to the Company for participation or acquisition.

Prepare and oversee financial reports regarding the Company's assets, inventory and accounts and coordinate such reporting, budgets and forecasts with the Company's chief financial officer.

Oversee EOW and the agricultural operations of the Company and shall endeavor to timely and accurately report such information to the Company's chief financial officer and otherwise render assistance with the preparation of the Company's financial statements and audit thereof.

Provide the Company with such periodic operating reports and statements including but not limited to cash flow statements, income statements, accounts payable and accounts receivable reports and such other reports and information as may be requested by Company from time to time in such form and in such detail as shall be required by the Company according to generally accepted accounting principles consistently applied in the United States.

Supervise the purchase of materials and supplies at the Company's locations, and assist the Company to acquire, lease, dispose of and repair equipment and facilities necessary to provide extraction, production, end product design, testing, labelling, warehousing and storage for the Company.

Manage design, development, zoning, improvement, construction, architects, engineers, legal and similar services and costs associated with developing the Hemp Café concept and location venue on the premises of the property owned by Yampolsky in Delray Beach, Florida, provided the Company and C2M shall determine a fair lease rental to be paid by Company to Yampolsky and cost allocation methodology, as to which project Yampolsky shall transfer and convey all rights and hereby assigns all right, title and interest in and to such project, including, without limitation, any and all drawings, designs, plans, blueprints, models, contracts, agreements and understandings and Yampolsky and C2M on their own behalf and on behalf of their owners, officers, directors, employees, agents and assigns, agree that they shall not compete with the business by entering into or financing, supporting or supplying any hemp café or similar business for a period of five (5) years following the date hereof anywhere in the world.

Notwithstanding the foregoing, neither C2M or the Founders, or any of their agents or employees, shall have the authority, without the express written consent of the Company, to purchase in the name of the Company, or for use by the Company, any assets, or incur any indebtedness on behalf of the Company.

3. Additional Agreements of C2M.

C2M, the Founders and Aloi agree that at all times during the term of this Agreement it shall:

(a) Do nothing, and permit nothing to be done (which is within the control of C2M), which will or might cause the Company to operate in an improper or illegal manner or disparage the Company or its business.

(b) Not cause a default in any of the terms, conditions and obligations of any of the contracts and other agreements of the Company.

(c) To the extent permissible by law, assist the Company and obtain and maintain in full force all licenses and permits in the State of Florida and Oregon (and other locations where operating) and comply fully with all laws respecting its formation, existence, activities and operations.

(d) Allow the Company and the employees, attorneys, accountants and other representatives of the Company, full and free access to its books and records, and all of the facilities of C2M, related to the Company and EOW.

4. Consideration "Vesting Conditions".

"Vesting Conditions" shall mean, unless waived by the Company:

1) The EOW Valuation shall provide that the value of the Company's 50.1% interest in EOW is not less than $25,000,000, the stated value of the shares of Preferred Stock shall be $10,000,000 representing the face amount of the shares of Preferred Stock issued hereunder, and Scaler, LLC shall confirm in writing and render is opinion as to the fairness of the EOW transaction (Assignment of EOW Assets) from a financial point of view and the Board of Directors of the Company shall have accepted such valuation and fairness opinion prior to the issuance of the Preferred Stock;
2) C2M shall have taken steps to prepare for manufacture and delivery of product against Purchase Order No. 001 (not less than 25% of which will be delivered on or prior to June 30, 2019).

5. Consideration

(A) C2M has previously transferred and recorded on the transfer agent records of the Company the issuance to C2M shares of common stock, par value $0.0001 per share, of Company (the "Common Stock") previously issued to C2M pursuant to the Supply Agreement (and shall assist C2M to transfer or assign to the Founders and Aloi, upon request, or such other designees of C2M as shall be requested in writing accompanied by appropriate transfer agent instructions), such amount as C2M shall designate in writing and authorize the transfer agent for the Common Stock to effectuate such transfers, provided, such assignees shall agree to be bound by the terms of transfer documents required by the Company and its transfer agent.

(B) Company shall authorize and issue $10 million of its Series E Convertible Redeemable Preferred Stock, par value $0.0001 per share (the "Preferred Stock") to such persons in such amounts as set forth on Schedule A annexed hereto (the "Consideration").

The Consideration set forth in this Paragraph 5(B) shall constitute all amounts due and owing to C2M, the Founders and Aloi from any and all agreements, understandings or contracts related to the Assignment of the Assets effectuated pursuant to that certain Assignment Agreement and Membership Interest Purchase Agreement dated March 11, 2019 for the right and opportunity for the Company's subscription for thirty (30%) percent of the membership interests of EOW from C2M and the assignment from C2M to the Company of the option and right to purchase from the members of EOW an additional twenty and one-tenth (20.1%) percent interest of EOW. The Consideration shall satisfy, and C2M, the Founders and Aloi shall accept, such consideration, and neither Company nor EOW shall be required to pay or provide for any additional payments to C2M, the Founders, or Aloi for any matters or things that exist or could exist prior to the date hereof or hereafter including, without limitation, those set forth and contemplated in the preliminary paragraphs hereto, without the express written agreement of the Company.

Upon delivery of certificates representing the Preferred Stock as set forth onSchedule A pursuant to the terms hereof, each of C2M, Founders and Aloi do hereby release and discharge Company from all actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, against Company (including, without limitation, arising in connection with the Supply Agreement and EOW), that C2M, Founders or Aloi, or its or their successors, officers, directors, principals, control persons, past and present officers, directors, employees, advisors, accountants, auditors, attorneys, and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever, whether or not known or unknown, from the beginning of the world to the day of the date of this Agreement.

6. Term of Agreement; Termination of Rights.

(a) The term of this Agreement shall commence on its execution, and expire, unless terminated or extended in writing, on December 31, 2019. Upon termination of this Agreement, all books and records relating to the operation of the Company Business shall be immediately returned to the Company. Notwithstanding the foregoing, the Company may terminate this Agreement prior to the expiration of its term upon thirty (30) days advance notice and the payment in full of the Consideration.

7. Miscellaneous.

(a) This Agreement sets forth the entire understanding and agreement among the parties hereto with reference to the subject matter hereof and may not be modified, amended, discharged or terminated except by a written instrument signed by the parties hereto.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without reference to principles of conflicts of laws.

(c) This Agreement may not be assigned by Company or Aloi, except that Company may in its sole discretion assign this Agreement to any of its parents or subsidiaries.

(d) All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties hereto and their respective successors and assigns. Except for affiliates of the Company and C2M and their respective shareholders, officers, directors, employees and agents, no person other than the parties hereto shall be a third party beneficiary of this Agreement or have any rights hereunder.

(e) No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other rights, power or remedy.

(f) No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be issued without advance approval of the form and substance thereof by Company.

(g) Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in any state or Federal court located in the State of Nevada, County of Cook, and each party waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right to any party to service of process in any other manner permitted by law.

(h) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(j) The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the date first above written.

Signed this ____ day of July, 2019.

EXACTUS, INC.

By: _____

Name: Kenneth Puzder

Title: Chief Financial Officer

CEED2MED, LLC

By: _____

Name:

Title:

JAMIE GOLDSTEIN

By: _____

VADISLAV YAMPOLSKY

By: _____

EMILIANO ALOI

By: _____

SCHEDULE A

CEED2MED, LLC – $10,000,000 Series E Convertible Preferred Stock

Exhibit 10.4

SURRENDER AND MUTUAL RELEASE AGREEMENT

This Surrender and Mutual Release ("Agreement") is made this 31stday of July, 2019, by and between PoC Capital, LLC, a California limited liability company ("POC") and Exactus, Inc., a Nevada corporation (the "Company") (collectively the "Parties").

WHEREAS, on or about June 30, 2016, the Parties entered into a Stock and Warrant Subscription Agreement (the "Subscription Agreement"), under which POC subscribed for and received the following securities issued to POC by the Company (collectively, the "Securities"):

(A) 200,000 shares of restricted common stock, par value $0.0001 per share [1,600,000 shares prior to the Company's 1 for 8 reverse split effected March 11, 2019] (the "Common Stock");

(B) warrants to purchase 208,333 shares of Common Stock exercisable at $4.80 per share [1,666,667 warrants exercisable at $0.60 per share prior to the Company's 1 for 8 reverse split effected March 11, 2019] (the "Warrants");

(C) 1,733,334 shares of Series C Convertible Preferred Stock, par value $0.0001 per share (the "Series C Preferred Stock"), and;

WHEREAS, as consideration for the Securities acquired under the Subscription Agreement, POC entered into a Master Services Agreement dated June 30, 2016 (the "Master Services Agreement") with the Company and Integrium, LLC, under which, among other things, POC became obligated to fund up to the first $1,000,000 in certain research study costs and fees which may become due to Integrium, LLC under the Master Services Agreement; and

WHEREAS, POC and the Company have agreed that some portion of the Securities shall be surrendered for cancellation, and that the Parties shall release and settle all obligations and potential claims and causes of action whatsoever which may exist between them with regard to the Subscription Agreement and the Master Services Agreement,

THEREFORE, for and in consideration of the promises and covenants herein contained, and for other valuable consideration received, the sufficiency of which is hereby expressly acknowledged, it is hereby mutually agreed by and between the Parties hereto, and each of them, as follows:

1. Surrender of Securities. Effective upon the date of this Agreement, POC hereby agrees that the Warrants, and the Series C Preferred Stock shall be null and void and that POC shall have no further rights relating thereto. Additionally, upon the date of this Agreement, POC hereby surrenders 180,000 shares of Common Stock to the Company. The Company will take all action necessary with regard to its transfer agent and its books of account to cancel each of the Securities listed above and will perform the necessary actions to remove the restrictions on the remaining Common Stock. In addition, the Company will use its best efforts to arrange and provide for, at the Company's expense, all proper and valid legal opinions necessary for the deposit and trading of the remaining Common Stock and any other Common Stock held by POC.

2. Definitions used in Sections 3 and 4. For purpose of Sections 3 and 4 of this Agreement, the terms the "Company" and "POC" shall include the following persons and/or entities: the named persons and/or entities individually, jointly, severally and on behalf of their respective affiliated and/or subsidiary companies and partnerships, together with any and all past and present trustees, receivers, board members, employees, officers, directors, shareholders, partners, agents, representatives, subsidiaries, unincorporated divisions, insurance carriers, sureties, consultants, attorneys, successors, assigns, heirs, executors, administrators, tenants, licensees, invitees, joint venturers, members and related persons, predecessors, entities or companies.

3. POC's Release of the Company. With the exception of the obligations set forth in this Agreement, POC hereby fully releases and discharges the Company of and from all claims, actions, causes of action, demands, rights, agreements, promises, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, either known or unknown, without limitation or exceptions, whether based on theories of tort, fraud, misrepresentation, contract, breach of contract, breach of the covenant of good faith and fair dealing, violation of statute, ordinance, or any other theory of liability or declaration of rights whatsoever, which POC may now have or may hereinafter acquire against the Company, whether asserted or not, arising from or related to, directly or indirectly, the Master Services Agreement or the Subscription Agreement.

4. Company's Release of POC. With the exception of the obligations set forth in this Agreement, the Company hereby fully release and discharge POC of and from all claims, actions, causes of action, demands, rights, agreements, promises, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, either known or unknown, without limitation or exceptions, whether based on theories of tort, fraud, misrepresentation, contract, breach of contract, breach of the covenant of good faith and fair dealing, violation of statute, ordinance, or any other theory of liability or declaration of rights whatsoever, which the Company may now have or may hereinafter acquire against POC, whether asserted or not, arising from or related to, directly or indirectly, the Master Services Agreement or the Subscription Agreement.

5. Scope of Release. Subject to the terms and conditions stated herein, the Parties acknowledge and agree that the release given above constitutes a full, complete, fair and final release, including any and all disputes, claims or causes of action, known or unknown, contingent or accrued which may now exist between them. The Parties acknowledge that they are aware that they, or their attorneys, may hereafter discover facts different from or in addition to those which they or their attorney now know or believe to be true with respect to the claims, demands, debts, liabilities, accounts, obligations, and causes of action of every kind so released, and each agrees that the general release so given shall be and remain in effect as a full and complete release of the Parties released thereby notwithstanding any such different or additional facts.

6. Miscellaneous.

a. No Admission of Liability. Each of the Parties agrees that this Agreement is a compromise and shall never be treated as an admission of liability of any Party hereto for any purpose, and that liability therefor is expressly denied by each of the Parties.

b. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. All negotiations, proposals, modifications and agreements prior to the date hereof between the Parties are merged into this Agreement and superseded hereby. There are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning this Agreement unless set forth in writing and signed by all of the Parties.

c. Amendments. This Agreement may only be modified by an instrument in writing executed by the Parties.

d. Attorneys' Fees. Should any action (at law or in equity, including but not limited to an action for declaratory relief) or proceeding be brought arising out of, relating to or seeking the interpretation or enforcement of the terms of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the terms of this Agreement, the prevailing party, as decided by the Court, shall be entitled to reasonable attorneys' fees and costs incurred in addition to any other relief or damages which may be awarded. This entitlement to fees shall include fees incurred in connection with any appeal or bankruptcy proceeding.

e. Severance. Should any term, part, portion or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with the applicable law of any State or of the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions and provision shall be deemed severable and shall not be affected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

f. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the Parties, their respective predecessors, parents, subsidiaries and affiliated corporations, all officers, directors, shareholders, agents, employees, attorneys, assigns, successors, heirs, executors, administrators, and legal representatives of whatsoever kind or character in privity therewith.

g. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile each of which shall be an original, but all of which shall be deemed to constitute one instrument. The delivery of an executed counterpart of this Agreement by electronic means, including by facsimile or by ".pdf" attachment to email, shall be deemed to be valid delivery thereof binding upon all the parties and shall be accepted by the parties to this Agreement as valid and binding in lieu of original signatures.

h. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the internal laws of the State of Nevada without regard to the conflicts of laws principles thereof.

i. Understanding of Agreement. The Parties each acknowledge that they have fully read the contents of this Agreement and that they have had the opportunity to obtain the advice of counsel of their choice, and that they have full, complete and total comprehension of the provisions hereof and are in full agreement with each and every one of the terms, conditions and provisions of this Agreement. As such, the Parties agree to waive any and all rights to apply an interpretation of any and all terms, conditions or provisions hereof, including the rule of construction that such ambiguities are to be resolved against the drafter of this Agreement. For the purpose of this instrument, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case had this instrument been jointly conceived and drafted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above their respective signatures below.

PoC Capital, LLC

By: _____
Daron Evans, Managing Director

Exactus, Inc.

By: _____
Kenneth Puzder, CFO

Exhibit 99.1

Exactus Inc. Acquires Green Goddess - Launches CBD Brands and Acquires Manufacturing Capabilities

Acquisition Will Provide Exactus with Existing Revenues, Established Online Presence and Expanded Reach into Convenience Stores, Vape Shops, and Gas Stations

DELRAY BEACH, FL / August 2, 2019 / Exactus Inc. (OTCQB: EXDI) – (the "Company"), a healthcare company pursuing opportunities in hemp derived cannabidiol (CBD) products, today announced the acquisition of Green Goddess Extracts, a highly regarded Florida contract manufacturer and formulator of hemp and vape products. Green Goddess manufactures and distributes a premium line of high-quality hemp products sold through distributors and online.

Green Goddess Extracts was established 2017 in order to target CBD products to mass markets through distribution channels including convenience stores, vape shops, gas stations, and tobacco retail storefronts. Green Goddess has been successfully distributing its products through these channels and online at www.greengoddessextracts.com.

The acquisition immediately provide Exactus a full complement of local manufacturing and production capabilities including proprietary formulations and flavors, clean room, warehousing, distribution and online sales, all of which will be used by the Company to expand its own existing and upcoming product lines. In addition, Alex Del La Espriella, founder and CEO of Green Goddess, has joined the Company as Vice President Product Development.

The Green Goddess product line includes premium hemp flower, pre-rolled hemp flower, topicals, tinctures, and concentrates which Exactus plans to leverage to create a transparent, trustworthy brand that is built off of a quality controlled supply chain that ensures industry leading standards. These products will be showcased at the Company's brand launch to be held August 2nd at the USA CBD Expo at the Miami Beach Convention Center in Miami, Florida.

Alex De La Espriella, CEO and Founder of Green Goddess says "Green Goddess will utilize the ingredients to produce premium finished products from Exactus, which is becoming known for its full accountability from farm to ingredient to finished product. These are the quality controls that every company in the industry is searching for and we expect to become standard requirements in future regulations. I look forward to building this brand into an internationally known company that takes the proper approach to sourcing the finest ingredients."

Emiliano Aloi, President of Exactus says "Green Goddess was an easy decision when evaluating the right company to partner with. Their proprietary formulations along with the product line they offer provide the Exactus the right distribution channels to expand our footprint. In anticipation of a successful harvest, the company continues to evaluate additional distribution channels that we anticipate completing within the next few months."

To learn more about Exactus, Inc., visit the website at www.exactusinc.com.

About Exactus:
Exactus Inc. is a company advocated to reintegrating the hemp supply chain into the world's mainstream commercial markets, including the farming, development and distribution of hemp-derived Cannabidiol products, which is more commonly referred to as CBD, and is one of the non-psychoactive Cannabinoids found in the plant. Industrial hemp is a type of Cannabis plant containing less than 0.3% THC (tetrahydrocannabinol), which is the psychoactive component of the Cannabis plant. Industrial hemp is cultivated for the plant's seed, fiber, and extracts. After 40 years of prohibition, the Agricultural Improvement Act of 2018, known as the 2018 Farm Bill, legalized hemp on the federal level as an agricultural crop. Hemp production will be regulated by the United States Department of Agriculture (USDA) and the states. As a result, Hemp has generally been removed from the Controlled Substances Act (CSA) and the Drug Enforcement Administration (DEA). A potential risk of growing hemp in the United States is that the entire crop must be destroyed if it tests at a THC percentage greater than 0.3%.

For more information about Exactus: www.exactusinc.com.

Investor Notice
Investing in our securities involves a high degree of risk. Before making an investment decision, you should carefully consider the risks, uncertainties and forward-looking statements described under "Risk Factors" in Item 1A of our most recent Form 10-K for the fiscal year ended December 31, 2018 filed with the Securities and Exchange Commission (the "SEC") on March 29, 2019 and under the heading "Risk Factors" in our Current Report on Form 8-K filed with the SEC on January 14, 2019, and in other periodic and current reports we file with the SEC. If any of these risks were to occur, our business, financial condition, or results of operations would likely suffer. In that event, the value of our securities could decline, and you could lose part or all of your investment. The risks and uncertainties we describe are not the only ones facing us. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations. In addition, our past financial performance may not be a reliable indicator of future performance, and historical trends should not be used to anticipate results in the future. See "Safe Harbor" below.

Safe Harbor - Forward-Looking Statements
The information provided in this press release may include forward-looking statements relating to future events or the future financial performance of the Company. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements. Words such as "anticipates," "plans," "expects," "intends," "will," "potential," "hope" and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon current expectations of the Company and involve assumptions that may never materialize or may prove to be incorrect. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of various risks and uncertainties. Detailed information regarding factors that may cause actual results to differ materially from the results expressed or implied by statements in this press release relating to the Company may be found in the Company's periodic and current filings with the SEC, including the factors described in the sections entitled "Risk Factors", copies of which may be obtained from the SEC's website at www.sec.gov. Any forward-looking statement speaks only as of the date on which such statement is made, and the Company does not intend to correct or update any forward-looking statement, whether as a result of new information, future events or otherwise.

Company Contact:

Andrew Johnson
Chief Strategy Officer
Exactus Inc.
509-999-9695
ir@exactusinc.com