

ACQUISITION AGREEMENT

By and Among

SUMMIT HARBOR HOLDINGS, INC.

and

VERTICAL FARM MECHANICS, LLC

Effective Date: 4/17/2019

## ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT, dated as of 4/17/2019 (this "Agreement"), is by and among SUMMIT HARBOR HOLDINGS, INC. ("SHHI"), an Oklahoma corporation, and Vertical Farm Mechanics (VFM) a North Dakota Limited Liability Corporation.

### RECITALS

WHEREAS, VFM owns and operates a business providing technologically advanced agricultural growing supplies and education (the "Business");

WHEREAS, ██████████ is holders of one hundred percent (100%) of the membership of VFM

WHEREAS, SHHI is a wholly owned subsidiary of Limitless Ventures Group, Inc., (LVGI) A Nevada Corporation in good standing.

WHEREAS, (i) VFM desires to transfer to SHHI and SHHI desires to accept Seventy Five Percent (75%) Membership of Vertical Farm Mechanics, LLC and SHHI desires to contribute to and VFM desires to accept Ten (10) shares of LVGI Series H Preferred Stock; and (iii) SHHI and VFM desire to set forth certain requirements and processes for the governance and operation of SHHI and funding of VFM all subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived from this Agreement and the representations, warranties, covenants, agreements and conditions contained herein, the parties agree as set forth below.

### ARTICLE I DEFINITIONS

1.1 Definitions. Certain capitalized and other terms used in this Agreement are defined as follows and are used herein with the meanings ascribed to them therein:

"Affiliate" means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, another person;

"Business Day" means any day other than a day on which banks in the State of Oklahoma are authorized or obligated to be closed;

"Buy/Sell Agreement" means the agreement(s) to be entered into between the parties to this Agreement governing specific operational and funding requirements, unwinding procedures and other matters relating to the ongoing relationship between the parties.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

"Control" (including the terms "controlled," "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of stock or as trustee or executor, by contract or credit arrangement or otherwise;

"Court" shall mean any court or arbitration tribunal of the United States.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder;

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder;

"GAAP" shall mean generally accepted accounting principles in the United States as in effect from time to time;

"Governmental Entity" shall mean any governmental agency or authority (including a Court) of the United States, any foreign country, or any domestic or foreign state, and any political subdivision thereof, and shall include any multinational authority having governmental or quasi-governmental powers;

"Knowledge" means the actual knowledge of any officer or director of a Person after reasonable inquiry of the management personnel employed by such Person;

"Lien" means security interests, mortgages, liens, pledges, deeds of trust, charges, easements, reservations, restrictions, servitudes, rights of way, options, rights of first offer or refusal, community property interests, equitable interests, conditional sale or other title retention agreements, any agreement to provide any of the foregoing and all other encumbrances, whether or not relating to the extension of credit or the borrowing of money, whether imposed by contract, law, equity or otherwise, but shall not include restrictions on the transfer of Securities (as defined in Section 2 of the Securities Act) arising solely under federal or state securities laws.

"SHHI Disclosure Letter" shall mean a letter of even date herewith delivered by SHHI to VFM prior to the execution of the Agreement and certified by a duly authorized officer of SHHI, which identifies exceptions to SHHI's representations and warranties contained in Article V by specific section and subsection references;

"LVGI Preferred Stock" shall mean the Series H Preferred Stock, convertible to LVGI common stock with a par value of \$0.001 per share. Each share of Series H Preferred Stock is valued at, and convertible to 5,000,000 shares of LVGI common stock.

"Net Earnings" means the amount of gross revenue remaining after all operating expenses, interest, and taxes have been deducted from a company's total revenue;

"Person" means an individual, corporation, partnership, limited liability company, joint stock company, association, trust, estate, unincorporated organization, other entity or group (as defined in Section 13(d) of the Exchange Act);

"Required Company Vote" shall mean the affirmative vote of the holders of at least a majority of the issued and outstanding shares, voting together, to approve this Agreement.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the regulations promulgated thereunder;

"SHHI Material Adverse Effect" shall mean any change, effect, event, circumstance or occurrence with respect to the business, condition (financial or otherwise), results of operations, properties, assets, liabilities or obligations of SHHI, that is, or could be, material and adverse to the current or future business, condition (financial or otherwise), results of operations, properties, assets, liabilities or obligations of SHHI or could prevent or materially delay or impair SHHI's ability to perform its obligations under this Agreement;

"Subsidiary" or "Subsidiaries" of any Person, means any entity, whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such party or by one or more of its respective subsidiaries or by such party and any one or more of its respective subsidiaries;

"Tax" or "Taxes" means any and all taxes, charges, fees, levies, assessments, duties or other amounts payable to any federal, state, local or foreign taxing authority or agency, including, without limitation, (i) Income, franchise, profits, gross receipts, minimum, alternative minimum, estimated, ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, disability, employment, social security, workers compensation, unemployment compensation, utility, severance, excise, stamp, windfall profits, transfer and gains taxes, (ii) customs, duties, charges, levies or other similar assessments of any kind, and (iii) interest, penalties and additions to Tax imposed with respect thereto;

"VFM Material Adverse Effect" shall mean any change, effect, event, circumstance or occurrence with respect to the business, condition (financial or otherwise}, results of operations, properties, assets, liabilities or obligations of VFM, that is, or could be, material and adverse to the current or future business, condition (financial or otherwise), results of operations, properties, assets, liabilities or obligations of VFM or could prevent or materially delay or impair VFM's ability to perform its obligations under this Agreement;

"VFM Members" means the managing and voting members of VFM;

"VFM Membership" means Voting Membership of VFM;

"Transaction Expenses" means (i) all expenses of the parties hereto in connection with the consummation of the transactions contemplated by this Agreement including, without limitation, the fees and expenses of each such parties' accountants, brokers, lawyers and advisors;

"Transaction Proposal" means any contract, proposal, offer or other indication of interest (whether or not in writing and whether or not delivered to the members of VFM generally) relating to any of the following (other than the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving VFM, (b) any acquisition of any business that constitutes twenty-five percent (25%) or more of VFM's net revenues, net income or stockholders' equity, or assets representing twenty-five percent (25%) of the book value of the assets of VFM (or any license, lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect) in each case in a single transaction or a series of related transactions, any acquisition of beneficial ownership (as defined under Section 13 (d) of the Exchange Act) of 25% or more of the voting membership of VFM, or (d) any public announcement of an intention to, do any of the foregoing;

1.2 Rules of Construction. Unless the context otherwise requires, as used in this Agreement: (a) an accounting term not otherwise defined has the meaning ascribed to it in accordance with GAAP; (b) "or" is not exclusive; (c) "including" means "including, without limitation;" (d) words in the plural include the singular; (e) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement; and (f) the terms "Article" or "Section" refer to the specified Article of Section or this Agreement.

## ARTICLE II PURCHASE AND SALE; CLOSING

### 2.1 Contribution; Purchase and Sale; Financing.

(a) Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of this Agreement, at the Closing:

(i) VFM shall contribute Seventy Five Percent (75%) membership to SHHI, free and clear of all Liens;

(A) As soon as practicable after the Closing, SHHI shall be entitled to receive proof of membership Seventy Five Percent (75%) of VFM voting membership.

(B) The VFM membership may not be sold or transferred, other than as set forth in Article IX, until SHHI and VFM enter into a Buy/Sell Agreement as defined in Article I.

(ii) As consideration for such contribution, LVGI shall issue to VFM Ten (10) shares of LGVI Series H Preferred Stock. The LGVI Series H Preferred Stock shall be convertible to LVGI common stock in a ratio of one (1) share of LGVI Preferred Stock to Fifty Million (50,000,000) shares of LVGI common stock with a par value of \$0.001 per share.

(A) As soon as practicable after the Closing, VFM shall be entitled to receive certificates representing the Ten (10) shares of LVGI Preferred Stock (or at LVGI's discretion a book-entry confirmation of such LVGI Preferred Stock ownership).

(B) The LVGI Preferred Stock may be converted into LVGI common stock at the holder's sole discretion but not earlier than twelve (12) months from the Closing.

(C) The certificates evidencing shares of LVGI Preferred Stock delivered pursuant to this Agreement will bear a legend substantially in the form set forth below and containing such other information as LVGI may deem necessary or appropriate:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER.

(iii) The parties acknowledge and agree that each of the transfers described in this Section 2.1(a) (as well as any payments received pursuant to this Agreement) are all part of a single transaction treated as a sale of Seventy Five Percent (75%) of the voting membership of VFM.

2.2 Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of Limitless Ventures Group, Inc., or such other place as SHHI and VFM may mutually agree, on a date (the "Closing Date") to be mutually agreed upon by SHHI and VFM, which date shall be no later than the third (3rd) Business Day after all of the conditions set forth in Article VIII have been satisfied or waived (other than those conditions that by their terms are intended to be satisfied at the Closing). For the purposes of this Agreement and any other transaction documents, the Closing shall be deemed to have occurred immediately prior to the start of business on the Closing Date.

2.3 Financing.

(a) LVGI will conduct an offering pursuant to the applicable regulations under the Securities Act and any and all applicable state securities laws (the "Financing

Transaction") through the sale of LVGI securities that may include common stock, preferred stock, warrants, rights, options, debt instruments or any combination thereof. Such Financing Transaction must be sufficient to cover;

(i) An amount equal to an acceptable first tranche within Thirty (30) business days from an accepted operations plan and proforma detailing the investment required, as agreed upon by both parties, to conduct full operations, as soon as practicable, but in no event later than thirty (30) Business Days from the Closing.

(ii) Funds will continue to be trached as agreed upon by both parties as required by VFM and as available for distribution. The tranche amounts, and schedules, will be determined on a case by case basis as approved by the board of SHHI and agreed to by VFM on a quarterly basis.

(iii) Once VFM is fully funded, the directors, officers, and key employees of LVGI, SHHI and/or VFM shall not engage in any activity, whether as a shareholder, owner, investor, director, officer, employee, consultant, representative or agent, that competes with SHHI, LVGI or VFM for a period of twenty-four (24) months after termination or expiration of the director, officer, and/or key employee relationship.

2.2 Ownership of Intellectual Property. Jeff Rash shall own all patents, patents pending, and any intellectual property that is directly related to the construction of the product lines that are currently being offered or that have been announced to be offered by the date of execution the agreement with the understanding of the following;

(a) [REDACTED] will list the patents and patents pending it owns as an exhibit to this agreement; and

(b) VFM and SHHI agree that the terms and conditions of the buy/sell agreement, to be completed at a later date, will determine the patent licensing and/or purchase agreement.

(c) VFM will, in good faith, negotiate a fair price in the buy/sell agreement for the intellectual property as provided as an exhibit to the agreement based on its value at the date of execution of the agreement; and

(d) The value along with the terms and conditions for the purchase of the patents and patents pending by SHHI as listed in the exhibit, shall be detailed in a buy/sell agreement as required in 3.10.

ARTICLE III  
GOVERNANCE AND OPERATION OF SHHI AND VFM

3.1 SHHI Shall elect a minimum of one (1) member and a maximum of two (2) members of SHHI as board members of VFM

3.5 Directors of VFM shall remain in place and, absent a removal for cause or a resignation, shall operate VFM in consideration of the mission and vision of SHHI.

3.6 VFM understands and agrees that SHHI shall have operational, governance or other control over VFM under the following conditions:

(a) SHHI understands and agrees to provide operational support and product fulfillment services to VFM, and VFM desires SHHI to do so.

(b) VFM understands that the terms of operational support and product fulfillment will be defined in the Buy/Sell agreement. .

3.7 A minimum of Twenty Five percent (25%) of VFM's quarterly Net Earnings shall be retained by VFM to be utilized or distributed as VFM shall determine in its sole discretion.

3.8 In addition to the Financing, SHHI shall offer to VFM such additional financing in amounts and delivered as either debt or equity as the parties mutually agree.

3.9 By May 31, 2019, SHHI and VFM shall develop a written Operations plan ("Operations Plan") for the business. Such operations plan shall include three-year proforma, hiring schedule, manufacturing plan, marketing/sales plan, and any other required information needed by all parties to adequately operate and fund the business

3.10 SHHI and VFM shall enter into the Buy/Sell Agreement by June 30, 2019.

#### ARTICLE IV VFM REPRESENTATIONS AND WARRANTIES

VFM hereby represents and warrants to SHHI that:

4.1 Organization and Standing. VFM is a corporation duly organized and existing under, and by virtue of, the laws of the State of North Dakota and is in good standing under such laws. VFM has all requisite corporate power and authority to own and operate its properties and assets and to carry on its business. VFM is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a VFM Material Adverse Effect.

4.2 Articles of Organization and Operating Agreement. VFM has previously made available to SHHI a complete and correct copy of its Articles of Organization and Operating Agreement. Also, VFM will assure SHHI, that to the best of its Knowledge, it is not in violation in any material respect of any of the provisions of its Articles of Incorporation and By-Laws.

4.3 Corporate Power. VFM has, and will have at the Closing, all requisite legal and corporate power and authority to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

4.4 Authorization. All corporate action on the part of VFM, its directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement and the performance of all of VFM's obligations hereunder has been taken or will be taken prior to the Closing. This Agreement constitutes a valid and binding obligation of VFM, enforceable in accordance with its terms, except (i) as the same may be limited by bankruptcy, insolvency or other laws relating to or affecting creditors' rights generally or by general equitable principles and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.5 No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by VFM does not, and the consummation of the transactions contemplated hereby will not (i) conflict with or violate its Articles of Organization and Operating Agreement in such case as amended or restated, by VFM, (ii) conflict with or violate any laws applicable to VFM or by which any of its assets or properties is bound or subject, or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of a lien or encumbrance on any of the properties or assets of VFM pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which VFM is a party or by to which VFM or any of its assets or properties is bound or subject, except for any such conflicts or violations or breaches, defaults, events, rights of termination, amendment, acceleration or cancellation, payment obligations or liens or encumbrances that would not reasonably be expected to have a VFM Material Adverse Effect.

(b) The execution and delivery of this Agreement by VFM does not, and the consummation of the transactions contemplated hereby will not, require VFM to obtain any approval of or from, or to make any filing with or notification to, any Governmental Entity or third Person, except as disclosed in the VFM Disclosure Letter or where the failure to obtain such approvals, or to make such filings or notifications, would not reasonably be expected to have a VFM Material Adverse Effect.

4.6 Financial Statements. VFM has delivered to SHHI its unaudited balance sheet as of 4/13/2019 and its unaudited income statements for the period from the last fiscal year (the "VFM Financial Statements"). To the best of VFM's Knowledge, the VFM Financial Statements are complete and correct in all material respects. The VFM Financial Statements accurately set out and describe the financial condition and operating results of VFM as of the dates, and during the periods, indicated therein.

4.7 Absence of Changes. Since March 1, 2019, except as described in the VFM Disclosure Letter and this Agreement:

- (a) VFM has not entered into any transaction which was not in the ordinary course of business;
- (b) There has been no event or occurrence that would have a VFM Material Adverse Effect;
- (c) There has been no damage to, destruction of or loss of physical property (whether or not covered by insurance) material adversely affecting the business or operations of VFM;
- (d) VFM has not declared, set aside or paid any dividend or made any distribution on its capital stock, or directly or indirectly redeemed, purchased or otherwise acquired any of its capital stock;
- (e) VFM has not increased the compensation of any of its officers, directors or agents, or the rate of pay of its employees as a group in anticipation of the execution of this Agreement;
- (f) There has been no resignation or termination of employment of any key officer or employee of VFM, VFM does not have a present intention to terminate the employment of any of the foregoing, and VFM has no Knowledge of the impending resignation or termination of employment of any such officer or employee;
- (g) There has been no labor dispute involving VFM or its employees and none is pending or, to VFM's Knowledge, threatened;
- (h) There has not been any change in the contingent obligations of VFM, by way of guaranty, endorsement, indemnity, warranty or otherwise;
- (i) There have not been any loans, advances or guarantees made by VFM to any of its employees, officers or directors; and
- (j) To VFM's Knowledge, there has been no other event or condition of any character pertaining to and materially adversely affecting the assets or business of VFM.

4.8 Liabilities/Solvency. VFM has no liabilities or obligations, absolute or contingent (individually or in the aggregate), except (i) the liabilities and obligations set forth in the VFM's Financial Statements, (ii) liabilities and obligations which have been incurred subsequent to May 18, 2018 in the ordinary course of business which have not been in the aggregate, materially adverse, (iii) liabilities and obligations under the lease for its principal business operations and (iv) liabilities and obligations under licensing, sales, procurement and other contracts and arrangements entered into during the normal course of business. VFM is able to meet all of its

payment obligations as they come due. The fair market value of VFM's assets exceeds the fair market value of its obligations, whether contingent or otherwise.

#### 4.9 Patents and Other Intangible Assets.

(a) VFM owns or has the right or license to use all patents, trademarks, service marks, service names, trade names, trade secrets and copyrights used in the conduct of its business as now conducted, free and clear of all claims, mortgages, Liens, loans, and encumbrances, except such encumbrances and Liens which arise in the ordinary course of business and do not materially impair VFM's ownership or use of such intellectual property rights. All of the patents, trademarks, service marks and copyrights that VFM owns or has the right or license to use are listed or described in the VFM Disclosure Letter.

(b) VFM has no actual knowledge, without any investigation, that VFM is infringing upon or misappropriating any valid intellectual property rights of any Person (including without limitation, former employers of all current and former employees, consultants, officers, directors and members of VFM), including the right to the name Vertical Farm Mechanics and its Facebook page and its web site address. Without any special investigation for purposes of this Agreement, VFM, in its reasoned judgment, has determined that making, using or selling any products, services or methods set forth in the VFM Disclosure Letter will not constitute an infringement or misappropriation by VFM of the kind described in the preceding sentence.

(c) Except as set forth in the VFM Disclosure Letter, VFM is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner of, licensor of, or other claimant to, any patent, trademark, trade name, copyright or other intellectual property right, with respect to the use thereof or in connection with the conduct of its business or otherwise.

4.10 Litigation. There are no actions, suits, proceedings or investigations pending or, to VFM's Knowledge, threatened against VFM or its properties before any Governmental Entity. VFM is not subject to any continuing order, writ, injunction, consent decree or settlement agreement of, or similar written agreement with, or, to VFM's Knowledge, continuing investigation by, any Court or Governmental Entity.

4.11 Employees. To VFM's Knowledge, no employee of VFM is in violation of any term of any employment contract, intellectual property disclosure agreement or any other contract or agreement relating to the relationship of such employee with VFM or any other party because of the nature of the business conducted or to be conducted by VFM. VFM is in compliance in all material respects with the applicable provisions of ERISA, and no "reportable event", as such term is defined in Section 4043 of ERISA, has occurred with respect to any plan subject to Title IV of ERISA or any other plan to which VFM is required to contribute on behalf of its employees. The VFM Disclosure Employee Schedule contains a list of the names of each officer and each full-time employee of VFM employed by VFM at the date hereof and such person's

position. Since May 18, 2018, except as set forth on the VFM Disclosure Employee Schedule, there has been no change of, or agreement to change, any terms of employment, including without limitation, salary, wage rates or other compensation, of any officer or employee of VFM. VFM will use its commercially reasonable best efforts to induce all employees of VFM to continue their respective employment following the Closing Date. For each employee hired by VFM after March, 1 2019, VFM has verified appropriate documents and has a verified and signed INS Form 1-9 for each such employee, if required. All such forms are in VFM's possession and shall be turned over to SHHI for each employee accepting employment with SHHI as of the Closing. VFM has not received any information that would lead it to believe that a material number of the employees of VFM will or may cease to be employees of VFM, or will refuse offers of employment from SHHI, because of the consummation of this Agreement.

4.12 Certain Transactions. Except as set forth in the VFM Disclosure Letter, VFM is not indebted, directly or indirectly, to any of its officers, directors or stockholders or to their respective spouses or children, in any amount whatsoever; none of said officers, directors or, to VFM's Knowledge, stockholders, or any members of their immediate families, are indebted to VFM or have any direct or indirect ownership interest in any firm, corporation or entity with which VFM is affiliated or with which VFM has a business relationship, or any firm or corporation which competes with VFM except that officers, directors and/or stockholders of VFM may own less than ten percent (10%) of the stock of publicly traded companies which may compete with VFM. No officer, director or stockholder, or any member of their immediate families, is, directly or indirectly, interested in any material contract with VFM. VFM is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.

4.13 Material Contracts and Obligations. Included in the VFM Disclosure Letter is a list of all agreements, contracts, indebtedness, liabilities and other obligations to which VFM is a party or by which it is bound that are material to the conduct and operations of its business and properties, specifically including those which provide for payments in any fiscal year to or by VFM in excess of Fifty Thousand Dollars (\$50,000), which obligate VFM to share, license or develop any product or technology, which purports to restrict or limit the ability of VFM from freely engaging in any line of business anywhere in the world or competing with any other Person, which provides for any joint venture or partnership involving VFM, or which involve transactions or proposed transactions between VFM and its officers, directors, affiliates or any affiliate thereof. Copies of such agreements and contracts and documentation evidencing such liabilities and other obligations have been made available for inspection by SHHI and their counsel. All of such agreements and contracts are valid, binding obligations of VFM and are in full force and effect in all material respects, assuming due execution by the other parties to such agreements and contracts. VFM has no Knowledge of any breach or anticipated breach by any other parties to any contract, agreement or instrument included in the VFM Disclosure Letter.

4.14 Private Placements. All securities issued by VFM prior to the date hereof have been issued in transactions exempt from registration under the Securities Act and all applicable state securities or "blue sky" laws, and VFM has not violated the Securities Act or any applicable state securities or "blue sky" laws in connection with the issuance of any such securities.

4.15 Brokers or Finders; Other Offers. Except as set forth in the VFM Disclosure Letter, VFM has not incurred and will not incur, directly or indirectly, as a result of any action taken by VFM, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement.

4.16 Tax Return and Payments. VFM acknowledges that it has not yet filed any taxes and therefore is not in violation or in debt to any local, state or federal tax collection agency.

4.17 Environmental Health and Safety Laws. VFM is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, which violation would have a VFM Material Adverse Effect, nor are any material expenditures required in order to comply with any such existing statute, law or regulation.

4.18 Compliance with Laws: To VFM's Knowledge, VFM is not in violation of any applicable statute, law, regulation, order or restriction of any Governmental Entity in respect of the conduct of its business or the ownership of its properties, which violation would have a VFM Material Adverse Effect. VFM has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which would have a VFM Material Adverse Effect, and believes it can obtain without undue burden or expense, any similar authority for the conduct of its business as presently planned to be conducted. VFM is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

4.19 Absence of Certain Events. To VFM's Knowledge, and except as may be otherwise disclosed on the VFM Disclosure Letter or by another written attachment hereto, no executive officer, director or managing member or an officer of equivalent rank of VFM has been within the past five (5) years, (i) a party to any bankruptcy petition against such person or against any business of which such person was affiliated; (ii) convicted in a criminal proceeding or subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting their involvement in any type of business, securities or banking activities; or (iv) found by a court of competent jurisdiction in a civil action by the Securities and Exchange Commission or the Commodity Futures Trading Commission, to have violated a federal or state securities or commodities law and which judgment has not been reversed, suspended or vacated.

4.20 Certain Payments. Except as otherwise disclosed herein or in the VFM Disclosure Letter, or to the best of VFM's Knowledge, neither VFM nor any of its officers, employees or agents, nor any other person acting on behalf of VFM, has directly or indirectly, within the past five (5) years, given or agreed to give any gift or similar benefit to any person who is, or may be in a position to help or hinder VFM's business, or assist it in connection with any actual or proposed transaction, which (i) might be reasonably expected to subject it to any material damage or penalty in any action or to have a VFM Material Adverse Effect on VFM or its business, assets, properties, financial condition or results of operation, (ii) if not given in the past, might have reasonably been expected to have had a VFM Material Adverse Effect, or (iii) if not continued in

the future, might be reasonably expected to have a VFM Material Adverse Effect or to subject VFM to material suit or penalty in any action.

## ARTICLE V SHHI REPRESENTATIONS AND WARRANTIES

SHHI hereby represent and warrant to VFM that:

5.1 Organization and Standing. SHHI is a corporation duly organized and existing under, and by virtue of, the laws of the State of Oklahoma and is in good standing under such laws. SHHI has all requisite corporate power and authority to own and operate its properties and assets, and to carry on its business. SHHI is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a SHHI Material Adverse Effect.

5.2 Charter and Bylaws. SHHI have heretofore made available to VFM a complete and correct copy of their respective Articles of Incorporation and Corporate By Laws, as amended or restated. SHHI are not in violation of any of the provisions of their respective Certificate of Incorporation or any material provision of their respective Bylaws.

5.3 Corporate Power. SHHI have, and will have at the Closing Date, all requisite legal and corporate power and authority to execute and deliver this Agreement and to carry out and perform their respective obligations under the terms of this Agreement. SHHI have, and will have at the Closing Date, all requisite legal and corporate power and authority to issue the LVGI Preferred Stock and pay the other consideration hereunder. This Agreement constitutes a valid and binding obligation of SHHI, enforceable in accordance with its terms, except (i) as the same may be limited by bankruptcy, insolvency or other laws relating to or affecting creditors' rights generally or by general equitable principles and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.4 Capitalization. The authorized capital of LVGI as of the closing date will consist of: 3,875,000,000 issued and outstanding shares, and 4,200,000,000 authorized shares of LVGI stock excluding the LVGI Preferred Stock to be issued to VFM under this Agreement.

5.5 LVGI Preferred Stock. The LVGI Preferred Stock will be validly issued, fully paid and nonassessable and will have the rights, preferences and privileges described in LVGI's charter and as described on the face of the stock certificates and/or as indicated in this Agreement, will be free of any Liens or encumbrances, other than any Liens or encumbrances created by or imposed upon the holders thereof through no action of LVGI; provided, however, that the LVGI Preferred Stock will be subject to restrictions on transfer under state and/or federal securities laws. The issuance of the LVGI Preferred Stock is not subject to any preemptive rights or rights of first refusal. The LVGI Preferred Stock to be issued to VFM under this Agreement shall be convertible to common stock in a ratio of one (1) share of LVGI Preferred Stock to fifty million (50,000,000) shares of LVGI common stock.

5.6 LVGI Common Stock. LVGI common stock has been registered with the Securities and Exchange Commission and is freely tradeable. Upon conversion of the LVGI Preferred Stock to shares of LVGI common stock, there will be no restrictions on the sale or transfer of such LVGI common stock.

5.7 No Conflict: Required Filings and Consents.

(a) The execution and delivery of this Agreement by SHHI does not, and the consummation of the transactions contemplated hereby will not (i) conflict with or violate the charter or bylaws, in each case as amended or restated, of SHHI, (ii) conflict with or violate any laws applicable to SHHI or by which any of their assets or properties are bound or subject, or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of a lien or encumbrance on any of the properties or assets of SHHI pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which SHHI is a party or by or to which SHHI or any of their assets or properties are bound or subject, except for any such conflicts or violations described in clause (ii) or breaches, defaults, events, rights of termination, amendment, acceleration or cancellation, payment obligations or liens or encumbrances described in clause (iii) that would not reasonably be expected to have a SHHI Material Adverse Effect.

(b) The execution and delivery of this Agreement by SHHI does not, and the consummation of the transactions contemplated hereby will not, require SHHI to obtain any approvals of or from, or to make any filing with or notification to, any Governmental Entity or third Person, except (i) as disclosed in the SHHI Disclosure Letter, (ii) for applicable requirements, if any, of the Securities Act, "blue sky" laws and the filing and recordation of appropriate documents as required by Nevada and/or Oklahoma law, and (iii) where the failure to obtain such approvals, or to make such filings or notifications, would not have a LVGI Material Adverse Effect or SHHI Material Adverse Effect.

5.8 Title to Properties and Assets: Lien. SHHI owns their properties and assets free and clear of all mortgages, Liens, loans and encumbrances, except such encumbrances and Liens which arise in the ordinary course of business and do not materially impair SHHI's ownership or use of such properties or assets. With respect to the properties and assets they lease, SHHI, and to the best of SHHI's Knowledge, the counterparties are in compliance with such leases and SHHI hold valid leasehold interests free of any Liens, claims or encumbrances.

5.9 Patents and Other Intangible Assets.

(a) SHHI owns or has the right or license to use all patents, trademarks, service marks, service names, trade names, trade secrets and copyrights used in the conduct of their businesses as now conducted, free and clear of all claims, mortgages, Liens, loans, and encumbrances, except such encumbrances and liens which arise in the ordinary

course of business and do not materially impair SHHI's ownership or use of such intellectual property rights.

(b) Except as set forth in the SHHI Disclosure Letter, SHHI have no actual knowledge, without any investigation, that SHHI are infringing upon or misappropriating any valid intellectual property rights of any Person or entity (including without limitation, former employers of all current and former employees, consultants, officers, directors and stockholders of SHHI).

(c) Except as set forth in the SHHI Disclosure Letter, and SHHI are not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner of, licensor of, or other claimant to, any patent, trademark, trade name, copyright or other intellectual property right, with respect to the use thereof or in connection with the conduct of their businesses or otherwise.

(d) SHHI have obtained from all employees and consultants of SHHI an invention assignment and confidentiality agreement (or substantially similar agreement), copies of which were previously made available to VFM.

5.10 Litigation. There are no actions, suits, proceedings or investigations pending or, to the best of SHHI's Knowledge, threatened against SHHI or their properties before any Governmental Entity. SHHI are not subject to any continuing order, writ, injunction, consent decree or settlement agreement of, or similar written agreement with, or, SHHI's Knowledge, continuing investigation by, any Court or Governmental Entity.

5.11 Employees. To the best of Knowledge and SHHI's Knowledge, no employee of or SHHI is in violation of any term of any employment contract, intellectual property disclosure agreement or any other contract or agreement relating to the relationship of such employee with SHHI or any other party because of the nature of the business conducted or to be conducted by SHHI. SHHI is in compliance in all material respects with the applicable provisions of ERISA, and no "reportable event", as such term is defined in Section 4043 of ERISA, has occurred with respect to any plan subject to Title IV of ERISA or any other plan to which SHHI is required to contribute on behalf of their employees.

5.12 Private Placement. All securities issued by LVGI prior to the date hereof have been issued in transactions exempt from registration under the Securities Act and all applicable state securities or "blue sky" laws, or issued in transactions that resulted in the securities being registered under the Securities Act and LVGI has not violated the Securities Act, Exchange Act, or any applicable state securities or "blue sky" laws in connection with the issuances of any such securities.

5.13 Environmental Health and Safety Laws. SHHI are not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, which violation would have a Material Adverse Effect or SHHI Material Adverse Effect, nor are any

material expenditures required in order to comply with any such existing statute, law or regulation.

5.14 Compliance with Laws; Permits. SHHI are not in violation of any applicable statute, law, regulation, order or restriction of any Governmental Entity in respect of the conduct of their businesses or the ownership of their properties, which violation would have a SHHI Material Adverse Effect. SHHI have all franchises, permits, licenses and any similar authority necessary for the conduct of their businesses as now being conducted by them, the lack of which would have an SHHI Material Adverse Effect, and believes they can obtain without undue burden or expense, any similar authority for the conduct of their businesses as presently planned to be conducted. SHHI is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

5.15 Specific Tax Representations.

(a) SHHI shall not sell or otherwise dispose of any of the assets of SHHI, except for dispositions made in the ordinary course of business or as otherwise agreed to by VFM in connection with a proposed disposition of certain intellectual property associated with the prior operations of SHHI;

(b) SHHI does not own directly or indirectly, nor have they owned during the past five (5) years, directly or indirectly, any equity of VFM;

(c) SHHI is not an investment company within the meaning of section 351(e) of the Code;

(d) The LVGI Preferred Stock to be issued in the transactions contemplated by the Agreement, does not have the current right to vote in the election of corporate directors of LVGI.

(e) SHHI currently are and as of the Closing Date will be classified as corporations for U.S Federal income tax purposes;

(e) SHHI will pay their own expenses, if any, incurred in connection with the operation of SHHI and/or VFM.

ARTICLE VI  
COVENANTS AND AGREEMENTS

6.1 Affirmative Covenants of SHHI and VFM. Each of SHHI and VFM hereby covenants and agrees that, prior to the Closing, unless otherwise expressly contemplated by this Agreement or consented to in writing by the other, it will:

(a) operate its business in all material respects in the usual and ordinary course consistent with past and future best practices;

(b) use its reasonable best efforts to preserve substantially intact its business organization, maintain its material rights and franchises and subsidiaries, retain the services of its respective officers and key employees and maintain its relationships and goodwill with its customers and suppliers;

(c) maintain and keep its material properties and assets in as good repair and condition as at present, ordinary wear and tear excepted, and maintain supplies and inventories in quantities consistent with its customary business practice; and

(d) use its reasonable best efforts to keep in full force and effect insurance and bonds comparable in amount and scope of coverage to that currently maintained.

6.2 Negative Covenants of SHHI and VFM. Except as expressly contemplated by this Agreement or otherwise consented to in writing by the other parties, until the Closing no party shall do any of the foregoing:

(a) increase the compensation payable to or to become payable to any director, officer or employee; grant any severance or termination pay to, or enter into or amend any employment or severance agreement with, any director, officer or employee; establish, adopt or enter into any employee benefit plan or arrangement; or amend, or take any other actions with respect to, any employee benefit plan, except as contemplated by this Agreement;

(b) declare or pay any dividend on, or make any other distribution in respect of, outstanding shares of capital stock or other equity interests;

(c) except as expressly contemplated in this Agreement, redeem, purchase or otherwise acquire any shares of its capital stock or other equity interests or any securities or obligations convertible into or exchangeable for any shares of its capital stock or other equity interests, or any options, warrants or conversion or other rights to acquire any shares of its capital stock or other equity interests or any such securities or obligations; effect any reorganization or recapitalization; or split, combine or reclassify any of its capital stock or other equity interests or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock or other equity interests;

(d) VFM shall not issue, deliver, award, grant or sell, or authorize or propose the issuance, delivery, award, grant or sale (including the grant of any security interests, liens, claims, pledges, limitations in voting rights, charges or other encumbrances) of, any units or shares of any class of its capital stock or other equity interests (including shares held in treasury), any securities convertible into or exercisable or exchangeable for any such units, shares or interests, or any rights, warrants or options to acquire any such units, shares or interests; amend or otherwise modify the terms of any such rights, warrants or options the effect of which shall be to make such terms more favorable to the holders

thereof; take any action to optionally accelerate the exercisability of any such rights, options or warrants;

(e) acquire or agree to acquire, by merging or consolidating with, by purchasing an equity interest in or a portion of the assets of, or by any other manner, any other Person or division thereof, or otherwise acquire or agree to acquire any assets of any other Person (other than the purchase of assets from suppliers or vendors in the ordinary course of business and consistent with past practice);

(f) sell, lease (as lessor), exchange, mortgage, pledge, transfer or otherwise dispose of, or agree to sell, lease (as lessor), exchange, mortgage, pledge, transfer or otherwise dispose of, any of its assets, except for dispositions of inventories and of assets in the ordinary course of business and consistent with past practice;

(g) release any third party from its obligations, or grant any consent, under any existing standstill provision under any confidentiality or other agreement, or fail to enforce any such agreement;

(h) adopt or propose to adopt any amendments to its operating agreement, bylaws or certificate of formation;

(i) change any of its methods of accounting prior to the effective date of this agreement, except as required by law or GAAP, or settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes;

(j) incur any obligation for borrowed money or purchase money indebtedness, whether or not evidenced by a note, bond, debenture or similar instrument;

(k) enter into any arrangement, agreement or contract with any third Person which provides for an exclusive arrangement with that third Person or is substantially more restrictive or substantially less advantageous than arrangements, agreements or contracts existing on the date hereof;

(l) enter into, renew, amend or waive in any material manner, or terminate or give notice of a proposed renewal or material amendment, waiver or termination of, any contract, arrangement or agreement;

(m) take or cause to be taken any action that could reasonably be expected to materially delay, or materially and adversely affect, the consummation of the transactions contemplated hereby;

(n) enter into or amend in any material manner any contract, agreement or commitment with any officer, director, employee or stockholder or with any affiliate or associate of any of the foregoing;

- (o) pay, satisfy, discharge or settle any claims, liabilities or obligations (absolute, accrued, contingent or otherwise), other than pursuant to mandatory terms of any contract in effect on the date hereof, involving payments in excess of one thousand dollars, (\$1,000) individually or in the aggregate;
- (p) make any loans, advances or capital contributions to, or investments in any Person;
- (q) enter into any new line of business;
- (r) undertake any action or make any election that would deprive the ability of the transaction to qualify as a tax-free contribution of property to VFM pursuant to the provisions of section 351 of the Code;
- (s) make any capital expenditures in excess of \$1,000 individually or in the aggregate; or
- (t) agree in writing or otherwise to do any of the foregoing.

### 6.3 Notices of Certain Events: Consultation.

(a) VFM shall as promptly as reasonably practicable notify SHHI of: any notice or other communication of which VFM has Knowledge from any Person alleging that the consent of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement; any notice or other communication of which VFM has knowledge from any Governmental Entity in connection with the transactions contemplated by this Agreement; any actions, suits, claims, investigations or proceedings commenced or, or to the Knowledge of VFM, threatened against, relating to or involving or otherwise affecting VFM that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to this Agreement or which relate to the consummation of the transactions contemplated by this Agreement; and any fact or occurrence between the date of this Agreement and the Closing of which it has knowledge which makes any of its representations contained in this Agreement untrue in any material respect or causes any material breach of its obligations under this Agreement,

(b) SHHI shall as promptly as reasonably practicable notify VFM of: (i) any notice or other communication of which SHHI has Knowledge from any Person alleging that the consent of such Person (or other Person) is or may be required in connection with the transactions contemplated by this Agreement; any notice or other communication of which SHHI has Knowledge from any Governmental Entity in connection with the transactions contemplated by this Agreement; and any fact or occurrence between the date of this Agreement and the Closing of which it becomes aware which makes any of

the representations contained in this Agreement untrue in any material respect or causes any material breach of its obligations under this Agreement.

#### 6.4 Access and Information.

(a) Each of SHHI and VFM shall afford to the other party and such other party's representatives reasonable access at reasonable times, upon reasonable prior notice, to its officers, employees, agents, properties, offices and other facilities and to the books and records thereof and furnish promptly to the other party and its representatives such information concerning its business, properties, contracts, records and personnel (including, without limitation, financial, operating and other data and information) as may be reasonably requested, from time to time, by such other party.

(b) Notwithstanding the foregoing provisions of this section, neither party shall be required to grant access or furnish information to the other party to the extent that such access or the furnishing of such information is prohibited by law. No investigation by the parties hereto made heretofore or hereafter shall affect the representations and warranties of the parties which are contained herein and each such representation and warranty shall survive such investigation.

(c) The information received pursuant to this Agreement that is non-public shall be deemed to be confidential information for purposes of this Agreement.

6.5 Lock-up Agreement by the Key Employees, Officers and Directors. At Closing, all officers, directors, stockholders owning greater than 9.99% of LVGI common stock, and those key employees agreed to by LVGI and VFM (the "Restricted Holders") shall enter into an agreement prohibiting such persons from selling any LVGI stock for a period of three (3) months from the Closing Date. In addition, each Restricted Holder shall agree that they will not, for a period of twenty-four (24) months following the Closing Date, directly or indirectly, effect or agree to effect any short sale (as defined in Rule 200 under Regulation SHO of the Exchange Act), whether or not against the box, establish any "put equivalent position" (as defined in Rule 16a-1(h) of the Exchange Act) with respect to the common stock of LVGI, borrow or pre-borrow any shares of LVGI common stock, or grant any other right (including, without limitation, any put or call option) with respect of the LVGI common stock or with respect of any security that includes, relates to or derives any significant part of its value from LVGI common stock or otherwise seek to hedge their position in LVGI common stock.

#### 6.6 Confidentiality.

(a) Neither LVGI, SHHI, VFM, nor any representative, agent or stockholder of such parties shall use or disclose to any Person, except as compelled by law, any Confidential Information for any reason or purpose whatsoever, nor shall they make use of any of the Confidential Information for their own purposes or for the benefit of any Person except in furtherance of the Business.

- (b) Each of SHHI and VFM, agrees that, except as otherwise compelled by law, it will not issue any reports, statements or releases, in each case relating to this Agreement or the transactions contemplated hereby, without the prior written consent of the other parties. To the extent compelled by law, the nondisclosing party shall have the right to review any report, statement or release as promptly as possible prior to its publication and to reasonably consult with the disclosing party with respect to the content thereof. This section shall not limit or restrict the parties from communicating any information to its Affiliates or other interested persons.

6.7 Further Assurances. Each of the parties hereto shall execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement and consummate the transactions contemplated hereby. Each party shall use its reasonable efforts to fulfill or obtain the fulfillment of the conditions to the Closing set forth herein.

6.8 Non-Disparagement. Neither SHHI, VFM, nor any representative, agent or stockholder of the same will make, or cause to be made, any statement, observation or opinion, or communicate any information (whether oral or written) that disparages, or may in any way harm the reputation or business of the other of them or their Affiliates or any of their respective former, present or future directors, managers, officers, equity holders, employees or related Persons.

6.9 Notification. From the date hereof until the Closing, each party shall give prompt written notice to the other of the occurrence, or failure to occur, of any event, which occurrence or failure to occur would be reasonably likely to cause any representation or warranty of such party that is contained in this Agreement to be untrue or inaccurate in any material respect as if such representation and warranty were made at such time and the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement. Such disclosure by any party pursuant to this Section however, shall not be deemed to amend or supplement any schedule or cure any misrepresentation or breach of warranty.

6.10 Exclusivity.

- (a) During the period from the date of this Agreement until the earlier of the termination of this Agreement or the Closing, VFM shall not, directly or indirectly, through any officer, director, manager, employee, representative, Affiliate or agent, (i) take any action to solicit, initiate, encourage or support any inquiries or proposals that constitute, or could reasonably be expected to lead to, a proposal or offer for a merger, consolidation, business combination, sale of substantial assets, sale of shares of capital stock (including without limitation by way of a tender offer) or similar transactions involving VFM, other than the transactions contemplated or expressly permitted by this Agreement (any of the foregoing inquiries or proposals being referred to in this Agreement as a "Transaction Proposal"), (ii) engage in negotiations or discussions concerning, or provide any non-public information to any Person relating to, any Transaction Proposal, or (iii) agree to approve or recommend any Transaction Proposal.

- (b) VFM shall notify LGVI and SHHI no later than one (1) Business Day after receipt by VFM (or its advisors) of any Transaction Proposal or any request for nonpublic information in connection with a Transaction Proposal or for access to the properties, books or record of VFM by any Person that informs VFM that it is considering making, or has made, a Transaction Proposal.

ARTICLE VII  
ADDITIONAL AGREEMENTS

7.1 Meetings of Stockholders.

(a) VFM will, as promptly as possible after the date of this Agreement, take all actions necessary in accordance with **North Dakota** law and its Articles of Organization and Operations Agreement to either (i) call, give notice of, convene and hold a meeting of VFM's shareholders to be held on the earliest possible date or (ii) prepare and distribute a written consent of shareholders in lieu of a meeting of VFM's members, in either case to consider and vote on approval of this Agreement and the transactions contemplated herein (the "VFM Members' Meeting"). The Managing Members of VFM will recommend the approval of this Agreement and the transactions contemplated herein and VFM will use its reasonable best efforts to solicit from any members not present at the meeting, consents in favor of the approval of this Agreement.

(b) The Managing Members of VFM shall be permitted to withhold, withdraw, amend or modify its recommendation in favor of this Agreement and the transactions contemplated herein to its stockholders ("Change of Recommendation") if the following conditions are met: (i) a bona fide Transaction Proposal shall have been made and not withdrawn which was not solicited, encouraged or facilitated after the date of this Agreement in breach of and did not otherwise result from a breach of this Agreement, (ii) the Managing Members of VFM determines in good faith by affirmative vote of a majority of all of its members, after consultation with its outside legal counsel, that such Transaction Proposal is a superior proposal (taking into account any adjustment to the terms and conditions proposed by SHHI in response to such Transaction Proposal) and (iii) the Managing Members of VFM determines in good faith by affirmative vote of a majority of all of its shareholders on the basis of advice of its outside legal counsel that such Change of Recommendation is necessary for the Managing Members of VFM to comply with its fiduciary duties to its shareholders under **North Dakota** law.

(c) SHHI will, as promptly as possible after the date of this Agreement, take all actions necessary in accordance with Oklahoma law and its charter and bylaws to either (i) call, give notice of, convene and hold a meeting of SHHI's stockholders to be held on the earliest possible date determined in consultation with VFM or (ii) prepare and distribute a written consent of stockholders in lieu thereof, in either case to consider and vote on approval of this Agreement and the transactions contemplated herein (the "SHHI Stockholders' Meeting").

## 7.2 Appropriate Action; Consents; Filings.

(a) SHHI and VFM shall each use their reasonable best efforts to (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective the transactions contemplated by this Agreement, (ii) obtain from any Governmental Entities any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained or make any filings with or notifications or submissions to any Governmental Entity (other than described in the following clause (iii)) required to be made by SHHI or VFM in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, (iii) make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement and the transactions contemplated herein, required under (A) the Securities Act and any other applicable federal or state securities laws, and (B) any other applicable law; provided that SHHI and VFM shall cooperate with each other in connection with the making of all such filings and submissions. Each of SHHI and VFM, upon request, shall furnish to the others and to any Governmental Entity all information concerning itself and its subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary, advisable or required for any application or other filing or submission to be made pursuant to the rules and regulations of any applicable law in connection with the transactions contemplated by this Agreement.

(b) SHHI and VFM agree to cooperate with respect to and agree to use their reasonable best efforts to contest and resist, any action, including legislative, administrative or judicial action, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) of any Court or other Governmental Entity that is in effect and that restricts, prevents or prohibits the consummation of the transactions contemplated by this Agreement.

(i) Each of SHHI and VFM shall give any notices to third Persons, and use their reasonable best efforts to obtain any third Persons consents (A) necessary, proper or advisable to consummate the transactions contemplated by this Agreement, (B) otherwise required under any contracts, licenses, leases or other agreements in connection with the consummation of the transactions contemplated hereby or (C) required to prevent a VFM Material Adverse Effect or an SHHI Material Adverse Effect from occurring.

(ii) In the event that any party shall fail to obtain any third Person consent described in subsection (i) above, such party shall use its reasonable best efforts, and shall take any such actions reasonably requested by the other parties, to limit the adverse effect upon SHHI, VFM and their respective businesses resulting, or which could reasonably be expected to result, from the failure to obtain such consent.

(c) Nothing in this Agreement shall require SHHI to agree to, or permit VFM to agree to, the imposition of conditions, the payment of any amounts or any requirement of divestiture to obtain any approval, and in no event shall any party take, or be required to take, any action that would or could reasonably be expected to have a VFM Material Adverse Effect or a SHHI Material Adverse Effect.

(d) Each of SHHI and shall promptly notify the others of (i) any material change in its current or future business, financial condition or results of operations, (ii) any complaints, investigations or hearings (or communications indicating that the same may be contemplated) of any Court or Governmental Entities with respect to the transactions contemplated hereby or its business, (iii) the institution or the threat of material litigation involving it, or (iv) any event or condition that might reasonably be expected to cause any of its representations, warranties, covenants or agreements set forth herein not to be true and correct at the Closing. As used in the preceding sentence, "material litigation" means any case, arbitration or adversary proceeding or other matter which would have been required to be disclosed on the VFM Disclosure Letter or SHHI Disclosure Letter, as the case may be, if in existence on the date hereof, or in respect of which the legal fees and other costs to SHHI or VFM might reasonably be expected to exceed fifty thousand dollars (\$50,000.00) over the life of the matter.

7.3 Public Announcements. SHHI shall be responsible for issuing any press release or otherwise making any public statements with respect to this Agreement and the transactions contemplated herein.

7.4 Indemnification.

(a) Indemnity Agreement of VFM. Subject to the provisions and limitations of this Section, VFM, for itself, its successors and assigns, agrees to indemnify and hold harmless each of SHHI and its or their respective officers, directors, representatives, and agents from and against:

(i) Failure to Perform Obligations. Any Event of Loss (as defined below) or Loss (as defined below) arising as a result of VFM's failure to perform or discharge any of its duties or obligations to be performed by VFM hereunder prior to the Closing; and

(ii) Breach of Representations, Warranties or Covenants. Any Event of Loss or Loss arising from any breach of a representation, warranty or covenant of VFM set forth in this Agreement.

(b) Indemnity Agreement of SHHI. Subject to the provisions and limitations of this Section, SHHI, for itself, its successors and assigns, agrees to indemnify and hold harmless VFM and its officers, directors, representatives, and agents from and against:

(i) Failure to Perform Obligations. Any Event of Loss or Loss arising as a result of SHHI's failure to discharge or perform any duties or obligations to be performed by LVGJ or SHHI hereunder prior to the Closing Date; and

(ii) Breach of Representations, Warranties or Covenants. Any Event of Loss or Loss arising from any breach of a representation, warranty or covenant of SHHI set forth in this Agreement.

(c) Definition of "Loss". Any party to this Agreement against whom or which indemnification may be sought pursuant to this Section shall be herein called an "Indemnifying Party." and any person entitled to indemnification pursuant to this Section shall be herein called an "Indemnified Party." The occurrence of an event which may result in a loss, cost, expense or liability of an Indemnified Party hereunder as to which the Indemnifying Party shall have received notice from the Indemnified Party shall be herein called an "Event of Loss," and the amount of any loss, cost, expense or liability of any kind whatsoever (including legal fees and disbursements incurred in connection therewith) incurred by an Indemnified Party shall be herein called a "Loss;" provided, however, that for purposes of computing the amount of Loss incurred by any Indemnified Party, there shall be deducted an amount equal to the amount of any insurance proceeds (other than self-insurance) directly or indirectly received by such Indemnified Party in connection with such Loss or the circumstances giving rise thereto. Upon payment by an Indemnified Party of any Loss, the indemnifying Party shall discharge its obligation to indemnify the Indemnified Party against such Loss by paying to the Indemnified Party an amount that, on an after-tax basis reflecting the hypothetical tax consequences, if any, of the receipt of such amount, shall be equal to the hypothetical after-tax amount of such Loss by taking into account the hypothetical tax consequences, if any, to the Indemnified Party of the payment of such Loss. For purposes of this Section, references to "after-tax" basis," "hypothetical" tax consequences and "hypothetical" after-tax amount refer to calculations of foreign, federal, state and local tax at the maximum statutory rate (or rates, in the case of an item of income or deduction taxable or deductible for purposes of more than one tax) applicable to the Indemnified Party for the relevant year, after taking into account, for example, the effect of deductions available for other taxes such as state and local income taxes, which effect would similarly be calculated on the basis of the maximum statutory rate (or rates) of the tax (or taxes) for which such deduction was available.

(d) Insurance Proceeds Received After Indemnification. Each party agrees that, if it receives any payments from the other party hereto with respect to any Loss pursuant to this Section and subsequently such party receives any amount of insurance proceeds (other than from self-insurance) in connection with any such Loss or the circumstances giving rise thereto, such party agrees to promptly deliver or cause to be delivered the amount of such insurance proceeds to the party that made such indemnification payments pursuant to this Section; provided, however, a party shall not be required to pay (or cause to be paid) to the other party an amount of insurance proceeds in excess of the payment in respect of the related Loss paid by the Indemnifying Party.

(e) Deductible Amount and Time Period. An Indemnifying Party shall not be required to make any indemnification payments hereunder for which such Indemnifying Party would otherwise be liable under this Section until (and then only to the extent that) the total of all amounts to which, but for the provisions of this sentence, the Indemnified Party would be entitled pursuant to this Section with respect to all Losses actually exceeds twenty five thousand (\$25,000); provided, however, that the limitations on liability set forth in this sentence shall not be applicable to (i) any claim against an Indemnifying Party alleging fraudulent misrepresentation or (ii) any payments to be made by the Indemnifying Party pursuant to any provision of this Agreement (other than those set forth in this Section) or any provision of the instruments of assumption referred to herein.

(f) Notwithstanding anything in this Section to the contrary, the Indemnifying Party shall have (i) no liability for any Loss arising out of claims of a person not a party or an affiliate of a party to this Agreement as to which the Indemnifying Party shall not have received notice within six (6) years from the Closing and (ii) no liability for any Loss arising out of claims under this Agreement (other than those referred to in clause (i) of this sentence) as to which the Indemnifying Party shall not have received notice within four (4) years from the Closing Date.

(g) Defense of Claims. In case any legal action shall be commenced or threatened (provided that in the case of a threatened legal action the Indemnified Party believes in good faith that an indemnifiable Loss is likely to occur) against an Indemnified Party which could result in a Loss, the Indemnified Party shall promptly notify the Indemnifying Party in writing. After receipt of any such notice, the Indemnifying Party shall have the right, exercisable by written notice of exercise to the Indemnified Party promptly after receipt of the notice provided for in the next preceding sentence, to participate in and assume (and control) the defense of such action, at its own expense and with its own counsel, provided such counsel is satisfactory to the Indemnified Party. If the Indemnifying Party elects to assume the defense of such action, the Indemnifying Party shall keep the Indemnified Party informed of all material developments and events relating to such action. The Indemnified Party shall have the right to participate in (but not control) the defense of any such action, but the fees and expenses of counsel for the Indemnified Party shall be at its own expense except as set forth in the following sentence. The Indemnifying Party shall bear the reasonable fees and expenses of counsel retained by the Indemnified Party if (i) the Indemnified Party shall have retained such counsel due to actual or potential conflicting interests between the Indemnified Party and the Indemnifying Party, (ii) the Indemnifying Party shall not elect to assume the defense of the action, (iii) the Indemnifying Party shall not have employed counsel satisfactory to the Indemnified Party to represent the Indemnifying Party in connection with its assumption of the defense of the action within a reasonable time after notice pursuant to the first sentence of this paragraph is delivered to the effect that such action has been commenced or is threatened, or (iv) the Indemnifying Party has authorized the employment of counsel for the indemnified Party to handle the defense of the action at

the expense of the Indemnifying Party. In no event will the Indemnifying Party be liable for any settlement or admission of liability with respect to any action without its prior written consent, which shall not be unreasonably withheld, but if settled with such consent, the Indemnifying Party shall be liable therefore, subject to the limitations set forth in this Section. The Indemnifying Party may not settle any liability or claim subject to indemnification pursuant to this Section without the consent of the Indemnified Party and on any basis that does not provide for a full release of the Indemnified Party. Any participation in, or assumption of the defense of, any action by an Indemnifying Party shall be without prejudice to the right of the Indemnifying Party and shall not be construed as a waiver of its right to deny the obligation to indemnify the Indemnified Party. The giving of notice, as above provided, of a loss, damage, cost or expense claimed to be indemnifiable hereunder, to exercise the right, as the same is provided (and limited) herein, to participate in and assume control of the defense against such claim, shall be a prerequisite to any obligation to indemnify; provided, however, that the Indemnified Party's rights pursuant to this Section shall not be forfeited by reason of a failure to give such notice or to cooperate in the defense to the extent such failure does not have a material and adverse effect on the defense of such matter. Notwithstanding any of the above, SHHI shall have control of any action arising from a tax claim to the extent such claim is reflected on SHHI's tax returns.

(h) Payment of Loss: Subrogation. Any Loss for which an Indemnified Party is entitled to payment hereunder shall be paid by the Indemnifying Party upon written demand by the Indemnified Party. The Indemnifying Party shall be subrogated to any claims or rights of the Indemnified Party as against any other persons with respect to any Loss paid by the Indemnifying Party under this Section. The Indemnified Party shall cooperate with the Indemnifying Party to a reasonable extent, at the Indemnifying Party's expense, in the assertion by the Indemnifying Party of any such claims against such other persons.

- (i) Notice of Event of Loss. Each party agrees that it will give notice to the other party hereunder promptly, but in no event later than thirty (30) days, after the receipt by one of its responsible officers of knowledge of a state of facts which, if not corrected, would be an Event of Loss hereunder. Each party shall make available to the other party and its counsel and accountants, at reasonable times and for reasonable periods, during normal business hours, all books and records of such party relating to any such possible Event of Loss, and each party will render to the other such assistance as it may reasonably require of the other in order to insure prompt and adequate prosecution of the defense of any suit, claim or proceeding based upon such state of facts.

## ARTICLE VIII CONDITIONS

8.1 Conditions to Obligations of Each Party. The respective obligations of each party to effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) No Order. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) that is in effect and has the effect of making the transactions contemplated hereby illegal or otherwise prohibiting consummation of this Agreement or the transactions contemplated hereby.

(b) Government Consents. The applicable waiting period under any approvals of any Governmental Entity which the failure to obtain would constitute a criminal offense, or individually or in the aggregate would be reasonably expected to have a VFM Material Adverse Effect or a SHHI Material Adverse Effect.

8.2 Additional Conditions to Obligations of SHHI. The obligations of SHHI to effect this Agreement and the transactions contemplated hereby are also subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the parties contained in this Agreement (which for purposes of this subparagraph (a) shall be read as though none of them contained any VFM Material Adverse Effect or other materiality qualifications) shall be true and correct in all respects on the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties specifically relate to a specified date, in which case such representations and warranties shall be true and correct as of such specified date) except where the failure of such representations and warranties in the aggregate to be true and correct in all respects has not had, and would not reasonably be expected to have, a VFM Material Adverse Effect.

(b) Agreements and Covenants. VFM shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) No Material Adverse Effect. No VFM Material Adverse Effect shall have occurred and be continuing as of the Closing Date.

(d) Compliance Certificate. and SHHI shall have received a certificate of the appropriate officer of VFM, dated the Closing Date, confirming that the conditions in Sections 8.2(a), (b) and (c) have been satisfied.

(e) Shareholder Approval. This Agreement and the transactions contemplated herein shall have been approved and adopted by the Required Vote of VFM.

8.3 Additional Conditions to Obligations of VFM. The obligations of VFM to effect the transactions contemplated hereby are also subject to the satisfaction at or prior to the Closing Date of the following conditions:

- (a) Representations and Warranties. Each of the representations and warranties of SHHI contained in this Agreement (which for purposes of this subparagraph (a) shall be read as though none of them contained any SHHI Material Adverse Effect other materiality qualification) shall be true and correct in all respects on the date of this Agreement and as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties specifically relate to a specified date, in which case such representations and warranties shall be true and correct as of such specified date) except where the failure of such representations and warranties in the aggregate to be true and correct in all respects has not had, and would not reasonably be expected to have, a SHHI Material Adverse Effect or SHHI Material Adverse Effect.
- (b) Agreements and Covenants. SHHI shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date.
- (c) No Material Adverse Effect. No SHHI Material Adverse Effect shall have occurred and be continuing as of the Closing Date.
- (d) Compliance Certificate. VFM shall have received a certificate of the appropriate officers of SHHI, dated the Closing Date, confirming that the conditions in Sections 8.3 (a), (b) and (c) have been satisfied.
- (e) Approval. This Agreement and the transactions contemplated herein shall have been approved and adopted by the Required Vote of SHHI.

ARTICLE IX  
TERMINATION, AMENDMENT AND WAIVER

- 9.1 Termination. This Agreement may be terminated if any of the following conditions exist;
- (a) by any of SHHI and VFM, at any time prior to the Closing Date and for any reason;
- (b) by SHHI or VFM by written notice to the other parties, if the Closing has not taken place on or before April 15, 2019, or such later date as SHHI and VFM may agree to in writing;
- (c) by SHHI or VFM by written notice to the other parties if the Buy/Sell Agreement has not been executed by May 31, 2019;
- (d) subject to Article X, by SHHI, upon a breach of any representation, warranty, covenant or agreement on the part of VFM set forth in this Agreement, or if any representation or warranty of VFM shall have become untrue, in either case only if the conditions set forth in this Section would be incapable of being satisfied; provided, that

such breach or untruth has not been cured within thirty (30) days following receipt by VFM of written notice of such breach or untruth;

(e) subject to Article X, by VFM, upon a breach of any representation, warranty, covenant or agreement on the part of SHHI set forth in this Agreement, or if any representation or warranty of SHHI shall have become untrue, in either case only if the conditions set forth in this Section would be incapable of being satisfied; provided, that such breach or untruth has not been cured within thirty (30) days following receipt by LGVI and/or SHHI of written notice of such breach or untruth;

(f) by VFM, in the event that SHHI have breached any of the terms of Section 2.3 or Article III of this Agreement, provided that such breach has not been cured within thirty (30) days following receipt by LGVI and/or SHHI of written notice of such breach;

(g) by SHHI or VFM, if there shall be any law, order, injunction or decree which is final and non-appealable preventing the consummation of the transactions contemplated herein;

9.2 Effect of Termination. In the event of termination of this Agreement prior to (i) May 31, 2019, or (ii) the full execution of the Buy/Sell Agreement (whichever date is later), the terminating party may elect to unwind this Agreement as provided in this Section 9.2. If such election is made, (a) the Seventy Five Percent (75%) of voting membership of VFM contributed pursuant to Section 2(a)(i) of this Agreement shall be returned to VFM; (b) the Ten (10) shares of LVG Preferred Stock issued pursuant to Section 2(a)(ii) of this Agreement shall be returned to LVGI; and (c) SHHI shall provide VFM, at VFM's sole expense, with continuing access to the professional services referenced in Section 3.15 and other services provided by SHHI that are necessary to minimize the disruption of the business of VFM. To the extent any loans have been made pursuant to Sections 3.8 or 3.14 of this Agreement, such loans shall be repaid according to the terms stated in the written agreement(s) governing such loans. Otherwise, in the event of the termination of this Agreement, this Agreement shall become void, there shall be no liability on the part of LVGI, SHHI or VFM or their respective officers, directors, members or stockholders and all rights and obligations of any party hereto shall cease, except that nothing herein shall relieve any party of any liability for any willful breach of such party's representations or warranties contained in this Agreement. No termination of this Agreement shall affect the obligations of the parties under Section 6.6 of this Agreement relating to confidentiality.

9.3 Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors or majority of voting members. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

9.4 Waiver. Any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (c) waive compliance by the other party with any of the agreements or

conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby.

9.5 Fees, Expenses and Other Payments. Except as provided in this Agreement, all expenses incurred by the parties hereto shall be borne solely and entirely by the party which has incurred such expenses whether or not the transactions contemplated herein are consummated.

#### ARTICLE X SURVIVAL

All the representations and warranties of SHHI and VFM contained herein and in any certificate delivered to another party in connection with this Agreement, and all claims with respect thereto, shall survive until and terminate on the day that is eighteen (18) months after the Closing Date, except that the representations and warranties contained in Sections 4.1, 4.3, 4.4, 5.1, 5.3, 5.5 and 5.6 shall survive indefinitely. In the event notice of any claim for indemnification has been given within the applicable survival period, the representations and warranties that are the subject of such indemnification claim shall survive with respect to such claim until such time as such claim is finally resolved.

#### ARTICLE XI GENERAL PROVISIONS

11.1 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given upon receipt, if delivered personally, mailed by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by such party) or sent by electronic transmission to the e-mail address specified below:

(a) If to SHHI, to:

Devon Diaz  
President  
Summit Harbor Holdings, Inc.  
7122 S. Sheridan Rd. #2-545  
Tulsa, Oklahoma 74133

with a copy to (which copy shall not constitute notice hereunder):

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(b) If to VFM to:

Virtual Farm Mechanics  
Managing Member

11.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Section references herein are, unless the context otherwise requires, references to sections of this Agreement.

11.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

11.4 Entire Agreement. This Agreement (together with the Exhibits, the VFM Disclosure Letter and the SHHI Disclosure Letter) constitute the entire agreement of the parties, and supersede all prior agreements and undertakings, both written and oral, among the parties or between any of them, with respect to the subject matter hereof.

11.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and legal representatives. This Agreement is not assignable other than by operation of law or the written consent of all other parties.

11.6 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.7 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive to, and not exclusive of, any rights or remedies otherwise available.

11.8 Governing Law; Consent Jurisdiction; Venue.

- (a) This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Oklahoma

regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

(b) Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the state courts of Oklahoma and to the jurisdiction of the United States District Court for the Northern District of Oklahoma, for the purpose of any action or proceeding arising out of or relating to this Agreement and each of the parties hereto irrevocably agrees that all claims in respect to such action or proceeding shall be heard and determined exclusively in such courts sitting in the State of Oklahoma. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the parties hereto irrevocably consents to the service of any summons and complaint and any other process in any other action or proceeding relating to this Agreement and transactions contemplated herein, on behalf of itself or its property, by the personal delivery of copies of such process to such party. Nothing in this Section shall affect the right of any party hereto to service legal process in any other manner permitted by law.

11.9 Expenses. Each party shall pay its respective expenses incurred by it in negotiating and preparing this Agreement, provided, however, that upon the consummation of the Closing, (a) notwithstanding the foregoing, SHHI shall pay transaction expenses incurred by VFM in an aggregate amount not to exceed Ten Thousand Dollars (\$10,000.00).

11.10 Usage. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. The words "include," "includes" and "including" do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation." Additionally, in this Agreement, unless a contrary intention appears, (a) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, and to any certificates delivered pursuant hereto; and (b) reference to any Article or Section means such Article or Section hereof.

11.12 Interpretation. The parties hereto acknowledge and agree that: (a) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to such parties, regardless of which party was generally responsible for the preparation of this Agreement.

11.13 Counterparts. This Agreement may be executed in multiple 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.

\* \* \* \* \*

[Signature Page Follows]

LIMITLESS VENTURE GROUP, INC.

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By:  
Title:  
Date:

SUMMIT HARBOR HOLDINGS, INC.

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By:  
Title:  
Date:

VERTICAL FARM MECHANICS, LLC.



EXHIBIT A

\_\_\_\_\_ Disclosure Letter

EXHIBIT B

LGVI Disclosure Letter

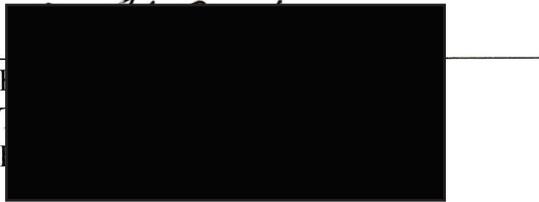
SCHEDULE 8.2(d)

VERTICAL FARM MECHANICS Compliance Certificate

In accordance with, and subject to the terms and conditions of, Section 8.2(d) of the Acquisition Agreement, JEFF RASH hereby certifies that, as of the date written below:

1. Each representation and warranty of VFM in the Acquisition Agreement is true and correct in all respects, except where the failure of such representations and warranties in the aggregate to be true and correct in all respects has not had, and is not reasonably expected to have, a VFM Material Adverse Effect, as such term is defined in the Acquisition Agreement;
2. VFM has performed or complied in all material respects with all agreements and covenants required by the Acquisition Agreement to be performed or complied with by VFM on or prior to the date written below; and
3. No VFM Material Adverse Effect has occurred or is continuing as of the date written below.

VERTICAL FARM MECHANICS, LLC.

A large black rectangular redaction box covers the signature area. A horizontal line extends from the right side of the box.

SCHEDULE 8.3(d)

SHHI Compliance Certificate

In accordance with, and subject to the terms and conditions of, Section 8.3(d) of the Acquisition Agreement, SHHI hereby certify that, as of the date written below:

1. Each representation and warranty of in the Acquisition Agreement is true and correct in all respects, except where the failure of such representations and warranties in the aggregate to be true and correct in all respects has not had, and is not reasonably expected to have, a Material Adverse Effect or SHHI Material Adverse Effect, as such terms are defined in the Acquisition Agreement;
2. SHHI have performed or complied in all material respects with all agreements and covenants required by the Acquisition Agreement to be performed or complied with by SHHI on or prior to the date written below; and
3. No Material Adverse Effect or SHHI Material Adverse Effect has occurred or is continuing as of the date written below.

SUMMIT HARBOR HOLDINGS, INC.



By: Devon Diaz  
Title: President  
Date: 04/19/2019

EXHIBIT E

Vertical Farm Mechanics, LLC., Disclosure Employee Schedule