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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 21, 2019 (February 14, 2019)

NEWBRIDGE GLOBAL VENTURES, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**0-11730**	**84-1089377**
(State or other jurisdiction of incorporation)	Commission File Number	(I.R.S. Employer Identification number)

2545 Santa Clara Avenue
Alameda, CA 94501
(Address of Principal Executive Offices)

801-362-2115
(Registrant's Telephone Number, Including Area Code)

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

The Joint Venture

On February 14, 2019, NewBridge Global Ventures, Inc., a Delaware Corporation (the "Company") and EcoXtraction LLC, a Louisiana limited liability company (the "Seller") entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which the Company issued to the Seller an aggregate of 2,350,000 shares of the Company's common stock par value $0.0001 per share (the "Shares") and the Seller sold to the Company certain equipment and other tangible property. In connection with the Purchase Agreement, the Company and the Seller entered into a Lock-Up Agreement, which provides that, among other things, the Seller may not liquidate any of the Shares received in connection with the Purchase Agreement until September 30, 2020 (the "Lock-Up Agreement"). Further, in connection with the Purchase Agreement and the Lock-Up Agreement, the Company and the Seller entered into a Registration Rights Agreement, wherein the Company agreed to provide certain registration rights under the Securities Act of 1933 (the "Securities Act") including an obligation to, within ninety (90) days following the Seller's written request, prepare and file with the Securities and Exchange Commission (the "SEC" or the "Commission") a Registration Statement or Registration Statements on Form S-1, or such other applicable form if Form S-1 is not available.

The Purchase Agreement conveyed only assets; the Company did not receive any ownership interest in or to the Seller or the securities of the Seller and the Company does not consider it to be an acquisition of a business. The Company and the Seller also took steps described herein to create a joint venture (the "Joint Venture").

The foregoing is merely a summary and is qualified in its entirety by reference to the Purchase Agreement, attached hereto as Exhibit 10.1.

In connection with the Joint Venture, on February 14, 2019, the Company and the Seller entered into a License Agreement, pursuant to which Seller sub-licensed to the Company certain intellectual property relating to cannabis extraction technology which the Seller licenses from Hydro Dynamics, Inc. ("Hydro")(the "License Agreement"). Subject to the terms of the License Agreement, the Seller grant to the Company certain licenses, including an exclusive license for an initial term of two (2) years from the effective date of the agreement (the "Exclusive License"). The Company has the option to renew the Exclusive License for two (2) successive additional terms of one (1) year each. The Company shall exercise its renewal option by giving the Seller written notice of the Company's intent to renew the license; in consideration for each one-year renewal term, the Company shall issue to the Seller 250,000 shares of the Company's common stock. The Company is under no obligation to renew. The foregoing is merely a summary and is qualified in its entirety by reference to the License Agreement, attached hereto as Exhibit 10.2.

In connection with the Joint Venture, on February 15, 2019, the Company and the Seller created CleanWave Labs, LLC, a Nevada limited liability company ("CleanWave") with each of the Company and the Seller as the members of CleanWave (the "Operating Agreement"). The Company shall own 50% of the member equity interests and 50% of the member profit interests of CleanWave. CleanWave was formed primarily for the purpose of (i) exploiting certain proprietary technologies being assigned and licensed to the Company by the Seller designed to extract CBD, THC, as well as additional compounds from cannabis and hemp plants and (ii) manufacture and market equipment derived from that technology for use in extracting CBD, THC and additional compounds. Pursuant to the terms of the Operating Agreement and in consideration of its membership interests, the Company shall provide certain equipment, as well as $2,000,000 in working capital over a two-year period, with the first $150,000 of the $2,000,000 paid to Hydro upon election to be used to pay Hydro the amount owed by Seller to Hydro. The foregoing is merely a summary and is qualified in its entirety by reference to the Operating Agreement, attached hereto as Exhibit 10.3.

In connection with the Joint Venture, on February 14, 2019, the Company, the Seller and CleanWave entered into an Assignment and License Agreement (the "A&L Agreement"), pursuant to which the Seller agreed to assign and/or license certain intellectual property to the Company and CleanWave, and the Company agreed to contribute an aggregate of $2,000,000 of cash contribution to CleanWave (the "Cash Contribution") such Cash Contribution being made no later than by the second anniversary of the effective date of the A&L Agreement. If the Cash Contribution is not met, then ownership of certain intellectual property described in the A&L Agreement shall revert back to the Seller, and CleanWave would execute all documents necessary to re-assign such intellectual property back to the Seller. The foregoing is merely a summary and is qualified in its entirety by reference to the A&L Agreement, attached hereto as Exhibit 10.4

Item 2.01 Completion of Acquisition or Disposition of Assets

The information furnished in Item 1.01 herein is hereby incorporated by reference into this Item 2.01.

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

The information furnished in Item 1.01 herein is hereby incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities

The information furnished in Item 1.01 herein is hereby incorporated by reference into this Item 3.02.

Item 8.01 Other Events

On February 21, 2019, the Company issued a press release regarding the Joint Venture. A copy of the press release is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The exhibits listed below are furnished as Exhibits to this Current Report on Form 8-K.

Exhibit No.	Description
10.1	Asset Purchase Agreement dated February 14, 2019 between EcoXtraction LLC and NewBridge Global Ventures
10.2	License Agreement dated February 14, 2019 between EcoXtraction LLC and NewBridge Global Ventures
10.3	Operating Agreement of CleanWave Labs, LLC dated February 15, 2019
10.4	Assignment and License Agreement dated February 14, 2019 between EcoXtraction LLC, NewBridge Global Ventures and CleanWave Labs, LLC
10.5	Registration Rights Agreement dated February 14, 2019 between EcoXtraction LLC and NewBridge Global Ventures
99.1	Press Release dated February 21, 2019

SIGNATURES

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

NewBridge Global Ventures, Inc.
(Registrant)

Dated: February 21, 2019

By: /s/ *Robert Bench*
Name: Robert Bench
Title: Chief Executive Officer

ASSET PURCHASE AGREEMENT

between

ECOXTRACTION LLC

and

NEWBRIDGE GLOBAL VENTURES, INC.

dated as of

February14, 2019

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of February 14, 2019, is entered into between ECOXTRACTION LLC, a Louisiana limited liability company ("**Seller**") and NEWBRIDGE GLOBAL VENTURES, INC., a Delaware corporation ("**Buyer**").

RECITALS

WHEREAS, Seller is engaged in the business of developing water-based extraction technology (the "**Business**");

WHEREAS, Seller owns certain tangible property used in the Business, owns the Owned Patent (as defined herein) and has a license to the Hydro Patent (as defined herein) owned by Hydro Dynamics, Inc., a Georgia corporation ("**Hydro**");

WHEREAS, subject to the terms and conditions set forth herein, Seller will sell to Buyer certain of the tangible property and in addition, Seller will grant to Buyer a paid-up, perpetual, non-exclusive license and limited term exclusive license to the above intellectual property in the field of water extraction pursuant to, and as further set forth in, a license agreement of even date hereof between Buyer and Seller (the "**License Agreement**");

WHEREAS, immediately following entry into this Agreement, Seller and Buyer wish to form a joint venture, CleanWave Labs, LLC ("CleanWave") by entering into an operating agreement (the "**Operating Agreement**") to further develop and market the Owned Patent and the Hydro Patents (the "**Joint Venture**") and Buyer shall contribute certain of the tangible property to the Joint Venture;

WHEREAS, Buyer and Seller desire that Seller assign and/or license the Seller IP to the Joint Venture (the "**IP Assignment/License**") upon Buyer fulfilling its obligation to fund two years of operating budgets, up to $2,000,000 in the aggregate, as determined by the Joint Venture's managers as set forth in the Operating Agreement and the Assignment and License Agreement by and between Seller and CleanWave; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the following meanings:

(a) "Ancillary Documents" means this Agreement, the Operating Agreement, the License Agreement, the Registration Rights Agreement, and the Lockup Agreement,

(b) "**Contract**" means any contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

(c) "**Owned Patent**" means U.S. Application Serial No. 15/240,450, entitled, "Method And Apparatus For Extracting THC And Other Compounds From Cannabis Using Controlled Cavitation", together with any pending patent or patent that issues based in any part upon the foregoing patent(s) or patent application(s), any foreign applications and foreign patents corresponding thereto, including patents to be obtained by any non-provisional, continuation, continuation in part, division, renewal, substitute, re-issue or re-examination application, and extensions thereof.

(d) "**Hydro Patents**" means (i) U.S. Patent No. 8,430,968, entitled, Method Of Extracting Starches and Sugar From Biological Material Using Controlled Cavitation; (ii) U.S. Application Serial No: US 15/085,616, entitled Aging Of Alcoholic Beverages Using Controlled Mechanically Induced Cavitation, including the corresponding PCT Application Serial No. PCT/US16/025583 and corresponding applications in the EPO, Mexico, Canada, and South Africa; and (iii) granted patents Canada 2409132, Germany 1289683, France 1289638, GB United Kingdom 1289638, Italy 1289638, and South Africa 2002/9328, all entitled "Highly Efficient Method of Mixing Dissimilar Fluids using Mechanically Induced Cavitation"; all of the above together with any patent that issues based in any part upon the foregoing patent(s) or patent application(s), any additional foreign applications and foreign patents corresponding thereto, including patents to be obtained by any non-provisional, continuation, continuation-in-part, division, renewal, substitute, re-issue or re-examination application, and extensions thereof.

(e) **"Intellectual Property"** means all intellectual property, including, without limitation, (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent rights (including patent applications and licenses), patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (ii) all trademarks and service marks (other than those identified as "DEAD" by the United States Patent and Trademark Office as of the date of this Agreement), trade dress, logos, trade names and corporate names (other than those identified as "INACTIVE" or otherwise discontinued), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (iv) all mask works and all applications, registrations and renewals in connection therewith, (v) all trade secrets and confidential business information (including ideas, know- how, compositions, supplier lists, pricing and cost information and business and marketing plans and proposals), (vi) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), (vii) Supplier files, and (viii) any testimonial releases provided to Buyer.

(f) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

(g) "**Purchased License Rights**" means all of Buyer's rights under the License Agreement.

(h) *"***Representative**" means any officer, director, principal, attorney, accountant, agent, employee or other representative of any Person.

(i) "**Seller IP**" means the Owned Patent and all of Seller's rights relating to the Owned Patent and the Hydro Patents pursuant to that certain Assignment and License Agreement dated March ___, 2018 by and between Seller and Hydro, as amended and supplemented to date.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets set forth on Section 2.01 of the disclosure schedules ("**Disclosure Schedules**") attached hereto (the "**Purchased Tangible Property**"), and shall grant to Buyer the Purchased License Rights pursuant to the License Agreement attached hereto, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance, except for rights of Hydro and the Joint Venture ("**Encumbrance**")

Section 2.02 No Assumption of Liabilities. Buyer shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 2.03 Purchase Price. The aggregate purchase price (the "**Purchase Price**") for the Purchased Tangible Property and Purchased License Rights shall be 2,350,000 shares (the "**Shares**") of the Buyer's common stock, par value $0.0001 per share (the "**Common Stock**"), which shall be deemed paid by the issuance to the Buyer of the Shares at the Closing (as defined herein).

Section 2.04 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Tangible Property and Purchased License Rights for all purposes (including tax and financial accounting) in accordance with generally accepted accounting practices and by mutual agreement between Buyer and Seller. Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation. Notwithstanding anything in this Agreement to the contrary, each of the Buyer and Seller will be responsible for one half of the aggregate amount of any and all transfer, sales, value-added, use, excise or similar taxes that may be payable in connection with the sale or purchase of the Purchased Tangible Property and Purchased License Rights.

Section 2.05 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE III CLOSING

Section 3.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely, via electronic exchange of documents, simultaneously with the execution of this Agreement on the date of this Agreement (the "**Closing Date**"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the

Closing Date.

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of Exhibit A hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Purchased Tangible Property to Buyer;

(ii) the License Agreement in the form of Exhibit B hereto and duly executed by Seller;

(iii) the Assignment and License Agreement in the form of Exhibit C ("Assignment and **License Agreement to CleanWave**") hereto and duly executed by Seller, transferring to the CleanWave all of Seller's license rights from Hydro and obligations to Hydro;

(iv) a lockup agreement in the form of Exhibit D hereto (the "**Lockup Agreement**") and duly executed by Seller;

(v) the Operating Agreement in the form of Exhibit E hereto and duly executed by Seller;

(vi) delivery by Seller of Hydro's consent to the IP Assignment/License in the form of Exhibit F hereto;

(vii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of managers of Seller, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the Ancillary Documents; and

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At or immediately after the Closing, Buyer shall deliver to Seller the following:

(i) Within three days of closing, a certificate representing the Shares, duly executed on behalf of the Buyer and registered in the name of the Seller or its designee;

(ii) the Registration Rights Agreement, duly executed by Buyer;

(iii) the Operating Agreement, duly executed by Buyer;

(iv) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the Ancillary Documents.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article IV are true and correct as of the date hereof. For purposes of this Article IV, "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean the actual or constructive knowledge of any director, officer or member of Seller, after due inquiry.

Section 4.01 Organization and Authority of Seller; Enforceability. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Louisiana. Seller has full corporate power and authority to enter into this Agreement and the Ancillary Documents, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the Ancillary Documents have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the Ancillary Documents constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Purchased Tangible Property or Seller IP;
(c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any Contract to which Seller is a party or to which any of the Purchased Tangible Property or Seller IP are subject; or (d) result in the creation or imposition of any Encumbrance in favor of a third party on the Purchased Tangible Property or Seller IP. Other than Hydro's consent, no consent, approval, waiver or authorization is required to be obtained by Seller from any Person in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Title to Purchased Tangible Property. Seller owns and has good title to the Purchased Tangible Property, free and clear of Encumbrances.

Section 4.04 Seller IP

(a) Seller owns, free and clear of any Encumbrances, or has a right and/or license to use, as the case may be, all Seller IP. Seller owns sufficient rights and/or interest in the Seller IP to conduct its Business as currently conducted without infringement, misappropriation, or violation of any third party's rights in the Seller IP.

(b) Seller has not received any notice, written or otherwise, and has no Knowledge of, (i) any claim that is pending or threatened, order, or proceeding with respect to any Seller IP or Seller's practice of any third party's Intellectual Property rights, (ii) any allegation by any third party that Seller has infringed, misappropriated, or violated any Intellectual Property rights of any third party, or (iii) any notice of any alleged or actual breach of any license or other agreement pursuant to which Seller acquired the right to use any Seller IP, or (iv) a reasonable basis for any third party

to claim of Intellectual Property rights infringement, misappropriation, or violation against Seller with respect to the conduct of Seller's business.

(c) Seller has paid all filing fees, maintenance fees and other amounts that have been required to be paid and that were due and owing as of the date hereof under applicable government requirements with respect to the Owned Patent, or under any Contract relating to the Owned Patent.

(d) To Seller's Knowledge, no Person nor such Person's business or products has infringed, or misappropriated any Seller IP, or currently is infringing, or misappropriating any Seller IP.

(e) Seller has maintained commercially reasonable practices to protect the confidentiality of its confidential information and trade secrets and has required all employees, consultants, and other Persons or entities to whom it provided access to its confidential information (other than attorneys, accountants, and others with professional duties of confidentiality, to whom this requirement shall not apply) to execute written agreements requiring them to maintain the confidentiality of such information and to limit his, her or its use of such information on commercially reasonable terms.

(f) No employee or consultant of Seller is subject to or otherwise restricted by any employment, nondisclosure, assignment of inventions, non-solicitation of employees or non- competition agreement between such employee or consultant and a third party that has been violated or will be violated as a result of any of the transactions contemplated by this Agreement.

(g) Except for licenses to Hydro, Buyer, and the Joint Venture, and as provided in Section 4.04 of the Disclosure Schedules Seller has not granted any license or otherwise transferred any Seller IP to any Person, or agreed to indemnify any third party with respect to any alleged infringement or misappropriation of any third party's Intellectual Property by Seller, and Seller is not bound by or a party to any options, licenses or Contracts of any kind relating to the Seller IP.

Section 4.05 Condition of Assets. The Purchased Tangible Property are in good condition, normal wear and tear excepted), are adequate for the uses to which they are being put, and none of such Purchased Tangible Property are in current need of maintenance or repairs.

Section 4.06 Compliance With Laws; Permits. All licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights (the "**Permits**") obtained, or required to be obtained, from federal, state or local governmental authorities required for the ownership and use of the Purchased Tangible Property have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 4.06 of the Disclosure Schedules lists all current Permits issued to Seller which are related to the ownership and use of the Purchased Tangible Property, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 4.06 of the Disclosure Schedules.

Section 4.07 Sale in the Regular Course of Business. None of the transactions contemplated by this Agreement, the Ancillary Documents, the Operating Agreement, the Escrow Agreement and the IP Assignment/License constitute a sale of all or substantially all of the Seller's Assets.

Section 4.08 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to Seller's knowledge, threatened against or by

Seller (a) relating to or affecting the Purchased Tangible Property or Seller IP; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To Seller's Knowledge, there are no outstanding governmental orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Purchased Tangible Property or Seller IP.

Section 4.09 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 4.10 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

Section 4.11 No Public Sale or Distribution. The Seller is acquiring the Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws, except pursuant to sales registered or exempted under the Securities Act of 193, as amended (the "**1933 Act**"). The Seller does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Shares in violation of applicable securities laws.

Section 4.12 Accredited Investor Status. The Seller is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

Section 4.13 Reliance on Exemptions. Seller understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that Buyer is relying in part upon the truth and accuracy of, and Seller's compliance with, the representations, warranties, agreements, acknowledgments and understandings of Seller set forth herein in order to determine the availability of such exemptions and the eligibility of Seller to acquire the Shares.

Section 4.14 Information. The Seller and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of Buyer and materials relating to the offer and sale of the Shares which have been requested by Seller. Seller and its advisors, if any, have been afforded the opportunity to ask questions of Buyer. Seller understands that its investment in the Shares involves a high degree of risk. Seller has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Shares.

Section 4.15 No Governmental Review. Seller understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

Section 4.16 Transfer or Resale. Seller understands that the Shares have not been and are not being registered under the 1933 Act or any state securities laws and may not be offered for sale, sold, assigned or transferred without compliance with the applicable securities laws. Seller represents that none of the Shares will be, directly or indirectly, offered, sold, assigned, pledged, hypothecated,

transferred or otherwise disposed of except after compliance with applicable securities laws (including holding the Shares for at least six (6) months or such other period as required by Rule 144 under the 1933 Act), and after compliance with the holding periods set forth in the Lockup Agreement.

Section 4.17 Experience of Seller. Seller, either alone or together with its Representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. Seller is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment.

Section 4.18 Disclosure. The inclusion of any item on any Disclosure Schedule shall constitute disclosure for all purposes under this Agreement and all such information is deemed to be fully disclosed to the Buyer, and shall not be construed as an indication of the materiality or lack thereof of such item.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof. For purposes of this Article V, "Buyer's knowledge," "knowledge of Buyer" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Buyer, after due inquiry.

Section 5.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. Buyer has full corporate power and authority to enter into this Agreement and the Ancillary Documents, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Ancillary Documents have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the Ancillary Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 5.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. Except for the filing with the SEC of a Form 8- K, and any other filings as may be required by state securities agencies, Buyer is not requirement to make any filing or obtain any consent, approval, waiver or authorization from any Person in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.03 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist

that may give rise to, or serve as a basis for, any such Action.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 5.05 Issuance of the Shares. The issuance of the Shares is duly authorized and upon issuance in accordance with the terms of this Agreement shall be validly issued, fully paid and non- assessable and free from all preemptive or similar rights, taxes, liens, charges and other encumbrances with respect to the issue thereof. Subject to the accuracy of the representations and warranties of the Seller in this Agreement, the offer and issuance by the Buyer of the Shares is exempt from registration under the 1933 Act.

Section 5.06 SEC Reports; Financial Statements; Public Communications; Internal Controls and Disclosure Controls.

(a) Since March 31, 2018 and through the date this representation is made, Buyer has filed all reports, schedules, forms, registration statements and other documents required to be filed by it with the SEC pursuant to the requirements of the Securities Exchange Act of 1934 (all of the foregoing, together with any other reports, schedules, forms, registration statements and other documents filed by Buyer with the U.S. Securities and Exchange Commission (the "**SEC**") since March 31, 2018 and prior to the date this representation is made (including in each case all exhibits included therewith and financial statements and schedules thereto and documents incorporated by reference therein) being referred to herein as the "**SEC Documents**" and Buyer's balance sheet as of September 30, 2018 (the "**Buyer Balance Sheet Date**"), as included in Buyer's quarterly report on Form 10-Q for the period then ended, being referred to herein as the "**Buyer Balance Sheet**"). Buyer has made available by request to the Seller or its representatives true and complete copies of the SEC Documents that are not available on the SEC's EDGAR system. Since the filing of each of the SEC Documents, no event has occurred that would require an amendment or supplement to any such SEC Document and as to which such an amendment has not been filed and made publicly available on the SEC's EDGAR system no less than five Business Days prior to the date this representation is made. Buyer has not received any written comments from the SEC staff that have not been resolved to the satisfaction of the SEC staff.

(b) As of their respective dates, the financial statements of Buyer included in the SEC Documents (including the notes thereto, the "**Buyer Financial Information**") complied as to form in all material respects with applicable accounting requirements and securities Laws with respect thereto. Such consolidated financial statements have been prepared in accordance with GAAP, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of Buyer as of the dates thereof and the results of its or their operations and cash flows, as applicable, for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments that are not material individually or in the aggregate). The Buyer Financial Information is true, accurate and complete and is consistent with the books and records of Buyer and its predecessors (which are true, accurate and complete). Since the date of the Buyer Balance Sheet, there has been no change in Buyer's reserve or accrual amounts or policies.

(c) None of Buyer, its officers, or directors of Buyer has made any filing with the SEC, issued any press release or made, distributed, paid for or approved (or engaged any other Person to make or

distribute) any other public statement, report, advertisement or communication on behalf of Buyer or otherwise relating to Buyer that contains any untrue statement of a material fact or omits any statement of material fact necessary in order to make the statements therein, in the light of the circumstances under which they are or were made, not misleading or has provided any other information to the Seller that, considered in the aggregate, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are or were made, not misleading.

ARTICLE VI COVENANTS

Section 6.01 Public Announcements. Unless otherwise required by applicable law, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

Section 6.02 Non-Competition and Confidentiality.

(a) In consideration of the Purchase Price and Buyer's covenants set forth in this Agreement, Seller, on behalf of itself, its officers, directors and its equity holders, agrees that, for the period beginning on the Closing Date and ending two (2) years thereafter, it will not directly or indirectly, participate, engage in any business or activity that (i) exploits certain proprietary technologies being assigned and or licensed to the Company by EcoX designed to extract CBD, THC, as well as additional compounds, from cannabis and hemp plants (the "**Technology**") and (ii) manufacturing and marketing equipment derived from the Technology for use in extracting CBD, THC, as well as additional compounds, from cannabis and hemp plants;.

(b) For a period of two (2) years beginning on the Closing Date, Seller, its Representatives and its equity holders shall not in any manner, directly, indirectly, individually, in partnership, jointly or in conjunction with any Person, (i) recruit or solicit or attempt to recruit or solicit, on its behalf or on behalf of any other Person, any employee of Buyer or an affiliate of Buyer, as an employee or consultant; (ii) encourage any Person (other than Buyer or an affiliate of Buyer) to recruit or solicit any employee of Buyer or an affiliate of Buyer; (iii) otherwise encourage any employee of Buyer or an affiliate of Buyer to discontinue his or her employment with Buyer or an affiliate of Buyer; (iv) solicit any customer of Buyer, Seller or an affiliate of any Party who is or has been a customer on or prior to the Closing Date for the purpose of providing, distributing, marketing or selling products or services similar to those sold or provided by Buyer; or (v) persuade or attempt to persuade any customer or supplier of Buyer or an affiliate of Buyer to terminate or modify such customer's or supplier's relationship with Buyer or an affiliate of Buyer.

(c) Seller acknowledges that the covenants contained in this Section 6.03 were a material and necessary inducement for the Buyer to agree to the transactions contemplated by this Agreement and that Seller realized significant monetary benefit, directly or indirectly, from these transactions, and that a violation of any of the terms of this Section 6.03 will cause irreparable and continuing damage to Buyer, the amount of which will be impossible to estimate or determine and which cannot be adequately remedied by an action at law. Therefore, Buyer shall have the right to seek an injunction, restraining order or other equitable

relief, including, without limitation, specific performance, from any court of competent jurisdiction without posting a bond or similar security in the event of any breach or attempted breach of this Section 6.03, and Seller on behalf of itself, its Representatives and its equity holders, hereby consents to the granting by any court of an injunction or other equitable relief, without the necessity of actual monetary loss being proved, in order that the breach or threatened breach of such provisions may be effectively restrained. The rights and remedies provided by this Section 6.03 are cumulative and in addition to any other rights and remedies which Buyer may have hereunder or at law or in equity or otherwise.

(d) Seller agrees that it shall not, and it shall take all commercially reasonable efforts to cause its directors, officers, employees and equity holders and their affiliate to not, use for itself or others, or publish, disclose or otherwise reveal or divulge, any Confidential Information (as such term is defined below). Seller shall, and shall take all commercially reasonable efforts to cause its directors, officers, employees and equity holders and their affiliate to, (1) maintain all Confidential Information in the strictest confidence and keep the same secret using at least the same degree of care as it uses for its personal confidential information, (2) retain all Confidential Information in trust in a fiduciary capacity for the sole and absolute benefit of Buyer, and (3) refrain from using or allowing to be used any Confidential Information for its own benefit or for the benefit of any third party, provided, however, that in the event disclosure of Confidential Information is requested (i) by a governmental authority under color of law or applicable regulation, (ii) pursuant to subpoena or other compulsory process, or (iii) otherwise as may be required by law, Seller, to the extent lawfully possible, will (X) give Buyer at least five (5) days prior written notice before its disclosure, and (Y) provide Buyer with copies of any written responsive materials. For purposes of this Agreement, *"***Confidential Information***"* shall mean non-public information concerning the financial data, strategic business plans, product development (or other proprietary product data), customer information, supplier lists, supplier information, costs, pricing, materials, supplies, venders, products, services, information relating to governmental relations, discoveries, practices, processes, methods, marketing plans, Intellectual Property and other material non-public, proprietary and confidential information of Seller relating to the Business, Purchased Tangible Assets or Seller IP, that, in any case, is not otherwise generally available to the public and has not been disclosed by Buyer to others not subject to confidentiality agreements. Confidential Information does not include information that (i) is already known to Seller on a non- confidential basis at the time of disclosure to Seller; provided, however, that the Seller acknowledges that unless publicly disclosed, all information known to Seller shall be deemed Confidential Information (ii) becomes known to Seller from a source other than Buyer, provided, that, to the Knowledge of Seller, such source has not entered into a confidentiality agreement with Buyer with respect to such information or obtained the information from an entity or Person who is a party to a confidentiality agreement with Buyer, and without a breach of this Agreement or without a breach of duty owed by any other Person or entity to Buyer; or
(iii) has become publicly known and made generally available through no wrongful act of Seller or its Representatives.

(e) In case any one or more of the terms or provisions contained in this Section 6.03 shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other terms or provisions hereof, but such term or provision shall be deemed modified or deleted as or to the extent required by applicable law, and such modification or deletion shall not affect the validity of the other terms or provisions of this Section 6.03 or any other terms or provisions of this Agreement. In addition, if any one or more of the restrictions

contained in this Section 6.03 shall for any reason be held to be unreasonable with regard to time, duration, geographic scope or activity, the parties contemplate and hereby agree that such restriction shall be modified and shall be enforced to the extent compatible with applicable law.

Section 6.04 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents, including assignment by Seller of the Seller IP to the Joint Venture.

ARTICLE VII
INDEMNIFICATION

Section 7.01 Survival. The representations and warranties of the parties set forth herein shall survive for a periods of one-year after Closing. All covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 7.02 Indemnification By Seller. Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any Ancillary Document;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any Ancillary Document; or

(c) the use, operation, ownership and/or exploitation of the Purchased Tangible Property and/or the Seller IP on or prior to the Closing Date.

Section 7.03 Indemnification By Buyer. Buyer shall defend, indemnify and hold harmless Seller, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any Ancillary Document;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or Ancillary Document; or

(c) the use, operation, ownership and/or exploitation of the Purchased Tangible Property and/or the Seller IP following the Closing Date.

Section 7.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide

written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 7.05 Tax Treatment of Indemnification Payments. All indemnification payments made by Seller under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 7.06 Effect of Investigation. Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Seller contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

Section 7.07 Cumulative Remedies. The rights and remedies provided in this Article VII are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Notwithstanding anything to the contrary set forth herein, the maximum liability of the Seller hereunder shall not exceed the Purchase Price (as determined by the value of the Shares issued to Seller on the date hereof), any indemnification obligation of Seller under this Article VII may be satisfied by Seller by the redemption of such Shares to Buyer.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
(d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller:	EcoXtraction LLC 112 Oil Center Drive E-mail: vvincent@ecoxtraction.com Attention: Virgil Vincent
with a copy to:	Jones Walker LLP 201 St. Charles Avenue New Orleans, LA 70170 E-mail: bseal@joneswalker.com Attention: Britton H. Seal
If to Buyer:	Newbridge Global Ventures, Inc. 2545 Santa Clara Avenue Alameda, CA 94501 bob@newbridgegv.com Attention: Robert Bench, Interim President
with a copy to:	Sichenzia Ross Ference LLP 1185 Avenue of the Americas 37th Floor New York, NY 10036 Facsimile: 212 930 9725 E- mail: mross@srf.law Attention: Marc J. Ross

Section 8.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05 Entire Agreement. This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 8.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07 No Third-party Beneficiaries. Except as provided in Article VII and the Joint Venture entity, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10 Governing Law. This Agreement is governed by and will be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware without regard to principles of conflicts of law, except that, with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, the law of the jurisdiction under which the respective entity was organized will govern.

Section 8.11 Consent to Jurisdiction and Venue. Each Party to this Agreement hereby (i) consents to submit himself, herself or itself to the personal jurisdiction of the Federal courts of the United States located in Delaware or, if such courts do not have jurisdiction over such matter, to the applicable courts of the State of Delaware located in Wilmington, Delaware, (ii) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and (iii) irrevocably agrees that he, she or it will not institute any Proceeding relating to this Agreement or any of the transactions contemplated hereby in any court other than such courts. Each party to this Agreement accepts for himself, herself or itself and in connection with his, her or its properties, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

Section 8.12 Waiver of Jury Trial. THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER AMONG THEM RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 8.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ECOXTRACTION LLC

By _____
Name: Gerard (Jerry) Broussard
Title: CEO

By _____
Name: Virgil K. Vincent
Title: CHAIRMAN

NEWBRIDGE GLOBAL VENTURES, INC.

By _____
Name: Robert Bench
Title: Interim President and CFO

Disclosure Schedules
Section 2.01 Purchased Tangible Property

One 8”x2” Stainless Steel EcoXtraction Unit
5 HP, TEFC Motor, VFD, Touch Screen LCD, Control Panel

One 8”x2” Stainless Steel EcoXtraction Unit Large
Clearance Design
5 HP, TEFC Motor, VFD, Touch Screen LCD, Control Panel Stainless
Steel Tank
Feeder Pump & Mount

One 15”x2” 316 Stainless Steel EcoXtraction Unit Large
Clearance Design
10 HP, TEFC Motor, VFD, Touch Screen LCD, Control Panel EZY Open
Housing
John Crane Type 4620 Dual Seal Miscellaneous
Lab and Support Equipment

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made and entered into on this 14 day of February 2019 ("Effective Date") by and between **NewBridge Global Ventures, Inc.**, a Delaware Corporation ("NB") and **Ecoxtraction, LLC**, a Louisiana Limited Liability Company ("ECO").

RECITALS

WHEREAS, ECO owns certain intellectual property relating to cannabis extraction technology, and ECO licenses from Hydro Dynamics, Inc. ("Hydro"), certain additional intellectual property relating to cannabis extraction technology;

WHEREAS, ECO and NB are entering into an Asset Purchase Agreement ("APA");

WHEREAS pursuant to the APA, ECO wishes to grant NB certain non-exclusive and exclusive licenses to the extraction technology; and

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the Parties, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1 Definitions

(a) "HD License" means the March 26, 2018 license agreement between ECO and Hydro Dynamics, Inc., which is attached as Schedule A.

(b) "HD IP" means the intellectual property rights of Hydro Dynamics, Inc. granted to ECO under the HD License.

(c) "Improved IP" means the intellectual property for improvements to the Owned Patent, the HD IP, or Know-How, conceived or developed by ECO, whether or not such improvements are patented, and whether or not such improvements are solely or jointly owned.

(d) "Know-how" means ECO's proprietary information and/or trade secrets relating to the technology described in the Owned Patents, including ECO's Clean Energy Wave (CEW) technology, existing as of the Effective Date.

(e) "NewBridge Field of Use" means the extraction, marketing, and sale of oil, cannabinoids, terpenes, and other compounds from cannabis sativa, cannabis indica, and cannabis ruderalis, including marijuana and hemp, extracted utilizing the Water Extraction IP.
For the avoidance of doubt, the "NewBridge Field of Use" does not include: (i) the manufacture, sale, rental, or leasing of equipment utilizing or incorporating the Water Extraction IP; (ii) the further research and development of the Water Extraction IP; or
(iii) any action which would be inconsistent with ECO's rights and obligations under the HD License.

(f) "Owned Patent" mean U.S. Application Serial No. 15/240,450, entitled, "Method And Apparatus For Extracting THC And Other Compounds From Cannabis Using Controlled Cavitation", together with any patent that issues based in any part upon the foregoing patent(s) or patent application(s), any foreign applications and foreign patents corresponding thereto, including patents to be obtained by any non-provisional, continuation, continuation-in-part, division, renewal, substitute, re-issue or re- examination application, and extensions thereof.

(g) "Party" means either ECO or NB, with "Parties" meaning both.

(h) "Territory" means the entire world.

(i) "Water Extraction IP" means the Owned Patent, the Know-how, the HD IP, and the Improved IP as applied to the extraction of oil, cannabinoids, terpenes, and other compounds from cannabis sativa, cannabis indica, and cannabis ruderalis, including marijuana and hemp, but only where such processing and extraction is accomplished primarily with water and without organic solvents.

2 License Grants

(a) Subject to all the terms and conditions of this Agreement, ECO hereby grants to NB a paid-up, perpetual, non-exclusive license to the Water Extraction IP, within the Territory, but only within the NewBridge Field of Use.

(b) Subject to all the terms and conditions of this Agreement, ECO hereby grants to NB a limited term exclusive license to the Water Extraction IP, within the Territory, but only within the NewBridge Field of Use.

(c) The exclusive license of Section 2(b) shall have an initial term of two (2) years from the Effective Date. NB shall have the option to renew the exclusive license for two (2) successive additional terms of one (1) year each. NB shall exercise the renewal option by giving CWL written notice of NB's intent to renew the license at least sixty (60) days prior to the expiration of the then current term. In consideration of each one-year renewal term, NB shall, at the beginning of such renewal term, issue ECO 250,000 shares of NB common stock at a par value of $0.0001 per share.

(d) The licenses granted in Sections 2(a) and 2(b) include the right to sublicense the rights granted therein.

(e) NB acknowledges ECO will assign the Owned Patent to CWL in conjunction with the joint venture between the Parties.

3 Consideration

ECO conveys the licenses and other rights granted herein in consideration of NB's obligation to transfer a certain number of shares of NB common stock to ECO as set out in the APA.

4 Assignment

Neither Party shall have the right to assign its rights and obligations under this Agreement, except with the prior written consent of the other Party.

5 Maintenance and Prosecution of Patents and Applications

CWL shall be responsible for maintaining the patents and prosecuting the patent applications related to the Owned Patent and Improved IP.

6 NB Improvements to IP

Any improvements by NB to the Owned Patent, Know-how, HD IP, Improved IP, or Water Extraction IP shall be owned by CWL and NB agrees to promptly execute such documents reasonably necessary to evidence CWL's ownership. NB shall ensure that all of its employees, contractors, and other agents working in the NewBridge Field of Use have a written obligation to assign to NB intellectual property related to the NewBridge Field of Use.

7 Patent Enforcement

(a) Each Party shall promptly report in writing to the other Party any infringement or suspected infringement by a third party of the Owned Patent, the HD IP, the Know-how, or the Improved IP (collectively, the "Agreement Intellectual Property"), and, upon request shall provide the other Party with all available evidence in its possession supporting said infringement, suspected infringement or unauthorized use or misappropriation.

(b) The Party owning the Agreement Intellectual Property being infringed ("lead Party") shall have the initial right to initiate an infringement suit or other appropriate action against any third party who at any time has infringed or is suspected of infringing any Agreement Intellectual Property. The lead Party shall give the other Party ("secondary Party") sufficient advance written notice of its intent to initiate such action and the reasons therefore, and shall provide the secondary Party with an opportunity to make suggestions and comments regarding such action. The lead Party shall keep the secondary Party informed of the status of any such action. The lead Party shall have the sole and exclusive right to select counsel for and shall pay all expenses of such action. The secondary Party shall offer reasonable assistance to the lead Party in connection therewith, including becoming a party to the suit if necessary to maintain standing, at no charge to the lead Party except for reimbursement of reasonable out-of-pocket expenses. Any damages, profits or awards of whatever nature recovered from such action shall (i) first be used to reimburse the lead Party for its litigation expenses (including attorney fees), (ii) second be used to reimburse the secondary Party for its litigation expenses

(including attorney fees), and third, any remainder shall be divided between the Parties in proportion to their financial contribution to the litigation.

(c) In the event that the lead Party does not (a) secure cessation of the infringement, or (b) enter suit against the infringer within six (6) months of notice under Section 9(a) hereof, the secondary Party shall have the right to initiate an infringement suit or other appropriate action against the third party who has infringed or is suspected of infringing the Agreement Intellectual Property. The secondary Party shall give the lead Party sufficient advance written notice of its intent to initiate such action and shall provide the lead Party with an opportunity to make suggestions and comments regarding such action. The secondary shall keep the lead Party informed of the status of any such action. The secondary party shall have the sole and exclusive right to select counsel for and shall pay all expenses of such action. The lead Party shall offer reasonable assistance to the secondary Party in connection therewith, including becoming a party to the suit if necessary to maintain standing, at no charge to the secondary Party except for reimbursement of reasonable out-of-pocket expenses. The secondary Party may settle any such action in its sole discretion. Any damages, profits or awards of whatever nature recovered from such action shall (i) first be used to reimburse the secondary Party for its litigation expenses (including attorney fees), (ii) second be used to reimburse the lead Party for its litigation expenses (including attorney fees), and third, any remainder shall be divided between the Parties in proportion to their financial contribution to the litigation.

8 Termination.

This Agreement may be terminated by one of the Parties (hereinafter "Aggrieved Party") in the event the other Party (hereinafter "Defaulting Party") is in default of its obligations under this Agreement, and if after notice as provided for in this Agreement, the Defaulting Party has failed to cure the breach within thirty (30) days of receipt of notice of the breach. Upon learning of a breach of this Agreement, the Aggrieved Party shall notify the Defaulting Party in accordance with Section 9 that it is in breach of this Agreement, and in said notice shall provide sufficient detail so that the Defaulting Party is aware of the nature of the default.

9 Notices

All notices or other communications under this Agreement shall be in writing and shall be deemed received either (i) the day of transmission if delivered by facsimile with confirmation receipt or by email, provided that an original or copy of the notice is deposited the same day with the postal service, first class postage prepaid, or (ii) upon receipt if delivery by reputable overnight courier, if addressed as follows:

To NB:
Newbridge Global Ventures, Inc. 2545
Santa Clara Avenue Alameda, CA
94501
E-mail: bob@newbridgegv.com
Attention: Chief Financial Officer

To CWL:

Either party may change its address for notice by giving written notice to the other party of such change in accordance with this Section 9.

10 Independent Contractors.

The parties to this Agreement shall be independent contractors with respect to each other, and nothing in this Agreement shall create or constitute a joint venture, partnership, agency or any similar relationship between the parties.

11 Governing Law; Jurisdiction; Venue

This Agreement shall be interpreted, administered, and enforced in all respects under the laws of the State of Delaware, without regard to its conflict of laws rules, and to the extent applicable, the patent laws of the United States of America. Each Party to this Agreement hereby (i) consents to submit himself, herself or itself to the personal jurisdiction of the state or U.S. federal courts located in Delaware, (ii) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and (iii) irrevocably agrees that he, she or it will not institute any Proceeding relating to this Agreement or any of the transactions contemplated hereby in any court other than such courts. Each party to this Agreement accepts for himself, herself or itself and in connection with his, her or its properties, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

12 Attorney Fees

In the event that either Party institutes any type of legal action for any dispute, breach or default of any of the provisions of this Agreement or for injunctive relief, then the prevailing Party in such legal action shall be entitled to recover reasonable attorney's fees and court costs.

13 Injunctive Relief

Each Party acknowledges that if it breaches a material obligation under this Agreement, the other Party shall have no adequate remedy in arbitration or at law and may seek such equitable relief, including but not limited to preliminary and permanent injunctive relief, without out the posting of bond or other surety. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedy available at law or in equity for such breach or violation or threatened breach or violation of this Agreement. In particular, the obligations of this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction.

14 Binding Agreement

The rights and obligations of the parties to this Agreement shall be binding upon and enforceable by their respective heirs, successors and permitted assigns.

15 Waiver or Modification

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

16 Severability

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17 Construction

Titles or captions of sections contained in this Agreement have been inserted only as a matter of convenience and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Agreement or the intent of any provisions hereof. Reference to any person or item in this Agreement in the singular shall apply in the plural, and any reference to any persons or items in this Agreement in the plural shall apply in the singular.

18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

----------SIGNATURE PAGE FOLLOWS----------

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

NEWBRIDGE GLOBAL VENTURES, INC.

By: _____

Name: Robert Bench

Title: Interim President and CFO

ECOXTRACTION, LLC

By: _____

Name: Gerard (Jerry) Broussard

Title: CEO/Member

By: _____

Name: ~~Gerard (Jerry) Broussard~~ VIRGIL VINCENT

Title: Chairman/Member

CLEANWAVE LABS, LLC

A Nevada Limited Liability Company

Operating Agreement

February 15, 2019

{N3770002.4}

NOTICE

NEITHER CLEANWAVE LABS, LLC (THE "COMPANY") NOR THE MEMBER INTERESTS THEREIN HAVE BEEN OR WILL BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR THE SECURITIES LAWS OF ANY OF THE STATES OR TERRITORIES OF THE UNITED STATES. THE OFFERING OF SUCH MEMBER INTERESTS IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (THE " SECURITIES ACT"), FOR OFFERS AND SALES OF SECURITIES WHICH DO NOT INVOLVE ANY PUBLIC OFFERING, AND ANALOGOUS EXEMPTIONS UNDER STATE SECURITIES LAWS.

THE DELIVERY OF THIS OPERATING AGREEMENT SHALL NOT CONSTITUTE A RECOMMENDATION OF ANY KIND, NOR SHALL IT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY OFFER, SOLICITATION OR SALE OF MEMBER INTERESTS IN THE COMPANY IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS SET FORTH IN THIS OPERATING AGREEMENT.

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OPERATING AGREEMENT

This operating agreement (this **"Agreement"**) of CleanWave Labs, LLC, a Nevada limited liability company (the "**Company**"), is entered into as of February 15, 2019, by and between Newbridge Global Ventures, Inc. (**"NBGV"**), a Delaware corporation, and EcoXtraction LLC (**"EcoX"**), a Louisiana limited liability company (referred to individually as a "**Member**" and collectively as the "**Members**").

WHEREAS, the Company was formed pursuant to the Nevada Revised Uniform Limited Liability Company Act, Nevada Revised Statutes, Chapter 86 ("**NLLC**") by the filing of a Certificate of Formation with the Secretary of State of Nevada on February 15, 2019; and

WHEREAS, the Company has been formed primarily for the purpose of (i) exploiting certain proprietary technologies being assigned and or licensed to the Company by EcoX designed to extract CBD, THC, as well as additional compounds, from cannabis and hemp plants (the "**Technology**") and
(ii) manufacturing and marketing equipment derived from the Technology for use in extracting CBD, THC, as well as additional compounds, from cannabis and hemp plants; and

WHEREAS, EcoX shall grant NBGV a non-exclusive license, in perpetuity and for NBGV's personal use, to EcoX's intellectual property rights specific to water extraction as set forth in the License Agreement attached as Exhibit A hereto (the **"License Agreement"**) and an exclusive license for two years to market the water extraction intellectual property owned by the Company with certain extending options pursuant to the License Agreement.

WHEREAS, the Members desire to enter into this Agreement to set forth their respective agreements as it pertains to the business of the Company, their rights and liabilities as members, to provide for the management and operation of the Company's business, and to provide for certain other matters, all as permitted under the NLLC.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Members hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1. Definitions. The following defined terms as used in this Agreement shall, unless otherwise defined herein, each have the meaning set forth in this **Article 1**.

"**Accounting Period**" means the period beginning on the day immediately succeeding the last day of the immediately preceding Accounting Period (or, in the case of the first Accounting Period, beginning on the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the Fiscal Year; (ii) the day immediately preceding the day on which a Member makes an additional contribution to, or a full or partial withdrawal from, its Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the Company; or (iv) the date of termination of the Company in accordance with **Article 10** of this Agreement.

"**Additional Capital Contributions**" is defined in **Section 3.3(b)(i)** hereof.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" means this Operating Agreement and all amendments thereto.

"Annual Budget" is defined in **Section 3.7**.

"**Articles of Organization**" means the Articles of Organization of the Company, as the same may be further amended from time to time, as filed on or about February 15, 2019 with the Secretary of State of Nevada.

"**Available Cash**" for each Fiscal Year shall mean the net income of the Company (treating the net loss of the Company as negative net income) as it is determined for federal income tax purposes plus the sum of (a) the Company's depreciation and amortization deductions claimed for federal income tax purposes for such year, (b) any other non-cash charges deducted in determining said federal net income for such year, and (c) any non-taxable cash receipts of the Company for such year (other than the proceeds of capital contributions or loans to the Company and the cash proceeds of any sales or other dispositions of any of the assets of the Company other than those sold in the ordinary course of the Company's business) and decreased by the sum of (w) repayments during such year on all obligations of the Company or which otherwise encumber the property of the Company (other than in connection with a refinancing), including repayments of loans made by any Member to the Company, (x) any other cash expenditures made during such year which are not deducted in computing the net income of the Company for federal income tax purposes (other than those funded with the proceeds of loans, capital contributions or sales), (y) any non-cash receipts of the Company for such year attributable to any property owned by the Company to the extent included in the net income of the Company for federal income tax purposes for such year, and (z) the amount required to maintain the cash balance of the Company at an amount not in excess of the amount reasonably deemed necessary for the Company's business in the discretion of the Managers.

"**Bankruptcy**" means, with respect to any Person, (i) making an assignment for the benefit of creditors, (ii) filing a voluntary petition in bankruptcy, (iii) becoming the subject of an order for relief or being-declared insolvent in any federal or state bankruptcy or insolvency proceeding (unless such order is dismissed within ninety (90) days following entry), (iv) filing a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation, (v) filing an answer or other pleading admitting or failing to contest the material allegation of a petition filed against it in any proceeding similar in nature to those described in the preceding clause, or otherwise filing to obtain dismissal of such petition within one hundred twenty (120) days following its filing, or (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver, or liquidator of all or any substantial part of its properties.

"**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in the State of Nevada are authorized or required to close.

"**Capital Account**" means as to any Member, such Member's Capital Contributions (i) increased by his share of Net Profits and (ii) reduced by his share of (w) Net Losses and (x) distributions and withdrawals of cash or the fair market value of assets distributed to or withdrawn by such Member.

"**Capital Contributions**" means the sum of the amount of cash, if any, plus the aggregate value of all tangible or intangible property contributed by a Member, and accepted by the Managers, to the capital of the Company including, without limitation, any amounts paid by a Member (except to the extent indemnification is made by another Member) in respect of any claims, liabilities, or obligations of or against the Company and/or pursuant to any guaranty of any Company indebtedness by such Member.

"Cause" is defined in **Section 9.8(a)**.

"**Certificate**" is defined in **Section 11.3(a)**.

"**Closing Capital Account Balance**" is defined in **Section 4.2** hereof.

"**Code**" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

"Come-Along Notice" is defined in **Section 10.6(a)** hereof.
"**Company**" means CleanWave Labs, LLC, or its successor.
"**Consent**" means the prior written approval of a Person to do the act or thing for which the consent or approval is solicited, or the act of granting such consent or approval, as the context may require.

"**Damages**" means any and all damages, disbursements, suits, claims, liabilities, obligations, judgments, fines, penalties, charges, amounts paid in settlement, costs and expenses (including, without limitation, attorneys' fees and expenses) arising out of or related to litigation (pending or threatened) or any investigation or proceeding by any Governmental Authority and interest on any of the foregoing.

"**Designated Individual"** is defined in **Section 8.5(a)**.

"**Disabling Event**" means with respect to a Person the death, incapacity, adjudication of incompetency, bankruptcy, dissolution, liquidation, resignation, withdrawal or removal of such Person.

"**Disqualifying Felony**" means a felony that would jeopardize or prohibit the Company's application for, renewal of, or maintenance of any permit or license necessary to conduct Company business.

"**Distribution**" means a transfer of money or property by the Company to its Members without consideration, as set forth in **Section 5.2** hereof.

"Drag-Along Members" is defined in **Section 10.6(a)** hereof.

"Drag-Along Notice" is defined in **Section 10.6(a)** hereof.

"EcoX" means EcoXtraction LLC, or its successor.

"EcoX Designee" means Virgil Vincent, or his successor.

"**Effective Date**" is defined in **Section 9.8(a)** hereof.

"Election Notice" is defined in **Section 9.2(b)** hereof.

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

"Family Member" or **"Family Members"** is defined in **Section 9.1**.

"**Fiscal Year**" is defined in **Section 8.4** hereof.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"HD" is defined in **Section 3.4** hereof.

"Independent Designee" means John MacKay or his successor.

"**Initial Capital Contribution**" means the purchase price paid by the Member for its Member Interests. The Initial Capital Contribution of each Member shall be made in cash and/or tangible or intangible property and shall be listed opposite such Member's name on **Schedule A** hereof, as such schedule may be amended from time to time by the Managers. The Initial Capital Contribution shall include any subsequent Capital Contributions that Members may add to their respective Capital Accounts.

"Intellectual Property" is defined in **Section 10.4** hereof.

"License Agreement" is defined in the **Recitals**.

"Liquidator(s)" is defined in **Section 10.4** hereof.

"**Majority in Interests**" means Member Interests representing more than fifty (50%) percent of the total Member Interests issued by the Company, provided that for as long as NGBV and EcoX each hold interest in the Company, any vote or consent requiring a "Majority in Interests" shall include both NGBV and EcoX.

"**Managers**" the initial Managers of the Company shall be Ellen Gee, John MacKay and Virgil Vincent, or any other Person or Persons who succeed them in such capacity to serve as a Manager. Ellen Gee shall be referred to as the **"NBGV Designee"** and Virgil Vincent shall be referred to as the **"EcoX Designee"**. John MacKay shall be referred to as the **"Independent Designee"**.

"**Member**" means any Person who is admitted as a Member of the Company as listed on **Schedule A** hereto, as the same may be amended from time to time by the Managers to reflect the admission, substitution or withdrawal of any Persons as Members of the Company. The Managers may also admit non-voting and other classes of Members if they deem, in their sole discretion, that such admission will be beneficial in achieving the Company's purposes.

"**Member Interest**" means the entire ownership interest of a Member in the Company, regardless of class, at any particular time, including the right of such Member to any and all benefits (including, without limitation, Net Profits and Net Losses) to which a Member may be entitled pursuant to this Agreement and under the NLLC, together with all obligations of such Member to comply with the terms and provisions of this Agreement and the NLLC. For purposes hereof, if any provision requires the affirmative vote or Consent of a specified percentage of Member Interests, such percentage shall be determined by reference to the aggregate percentages of Members casting such affirmative vote calculated at the applicable date.

"**Member Percentage**" is defined in **Section 3.5** hereof.

"NBGV" means Newbridge Global Ventures, Inc., or its successor.

"NBGV Designee" means Ellen Gee, or her successor.

"**Net Profits**" and "**Net Losses**" means, with respect to any Accounting Period, net profits or net losses, as the case may be, of the Company for such Accounting Period as determined in accordance with generally accepted accounting principles, and items of income, gain, loss, deduction or credit entering into the computation thereof and shall include any unrealized profits and unrealized losses; provided that if, in keeping with the provisions of Treasury Regulation 1.704-1(b) and Temporary Regulation 1.704- 1T(b)(4)(iv), any asset of the Company is accounted for on the Company books and in the Capital Accounts of the Members at an amount other than its adjusted basis for tax purposes, then, for purposes of accounting for such items on the Company books and in the Capital Accounts of the Members, items of income, gain, loss, deduction or credit shall be calculated based upon the carrying value of the asset on the Company books.

"NLLC" is defined in the Recitals.

"**Notice**" means a writing containing information to be communicated to any Person pursuant to this Agreement.

"Offered Interest" is defined in **Section 9.2(a)**.

"**Opening Capital Account Balance**" is defined in **Section 4.1** hereof.

"Partnership Representative" shall have the meaning set forth in Code Section 6223 and shall serve in such role and manner as set forth in **Section 8.5(a)** hereof.

"**Person**" means any natural person, corporation (stock or non-stock), limited liability company, limited liability partnership, limited partnership, partnership, joint stock company, joint venture, association (profit or non-profit), company, estate, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any government agency or political subdivision thereof.

"Proposed Purchaser" is defined in **Section 10.6(a)** hereof.

"Proposed Transferee" is defined in **Section 9.2(a).**
"Redeemed Member" is defined in **Section 9.8(b)**.
"**Redemption Notice**" is defined in **Section 9.8(a)**.
"Redemption Payments" is defined in **Section 9.8(d)**.
"Redemption Value" is defined in **Section 9.8(c)**.
"**Related Persons**" is defined in **Section 6.7(a)**.
"**Reserves**" means the reserves established by the Managers in an amount equal to at least one Fiscal Year of the Company's anticipated expenses, plus such additional amounts which the Managers in their sole discretion deems necessary or appropriate. The Managers may increase or reduce any such Reserves from time to time by such amounts as the Managers in their sole discretion deems necessary or appropriate.

"ROFR Right" is defined in **Section 9.2(b)**.
"Sale Notice" is defined in **Section 9.2(a)**.
"Securities Act" means the Securities Act of 1933, as amended.

"**Short-Term Investments**" means investments in short-term Securities that the Company may invest its free cash.

"**Technology**" is defined in the **Recitals**.

"**Third Party Sale**" is defined in **Section 10.6(a)** hereof.

"**Transfer**" means and includes a sale, exchange, gift, encumbrance, assignment, pledge, mortgage, and other hypothecation or disposition, whether voluntary or involuntary.

"Transferring Member" is defined in **Section 9.2(a)**.

"**Treasury Regulations**" means regulations adopted by the Treasury Department of the United States governing application and enforcement of the Code. Any reference to a section or provision of the Treasury Regulations shall be deemed to refer also to such section or provision as amended or superseded.

"**Withdrawal Date**" is defined in **Section 9.9(b)** hereof.

"**Withdrawal Payment**" is defined in **Section 9.9(b)** hereof.

"Withdrawing Member" is defined in **Section 9.9(b)** hereof.

"Working Capital Contribution" is defined in **Section 3.4** hereof.

ARTICLE 2 THE COMPANY

2.1. Ratification of Certificate of Formation; Other Acts. The Members hereby ratify the execution and filing of the Certificate of Formation, as a result of which the Company was formed as a limited liability company pursuant to the provisions of the NLLC. The Managers shall also execute and file for record any other document(s), as well as take such other action(s), as may be required in connection with the formation, operation, or dissolution of the Company.

2.2. Purposes and Business.

(a) The Company has been established for the purpose of exploiting the Technology and (ii) manufacturing and marketing equipment derived from the Technology for use in extracting CBD, THC, as well as additional compounds, from cannabis and hemp plants, and to perform such other acts as may be necessary or appropriate in connection therewith or incidental thereto.

(b) Notwithstanding the foregoing, no business or activities authorized by **Section 2.2(a)** shall be conducted if such are forbidden by or contrary to any applicable law of the State of Nevada, applicable city and/or municipal ordinances, the United States Internal Revenue Code, or to the rules or regulations lawfully promulgated thereunder. If any of the terms, conditions or other provisions of this Agreement shall be in conflict with any of the foregoing, such conflicting terms, conditions or other provisions shall be deemed modified so as to conform therewith.

(c) Each Member shall cooperate in good faith, and shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as may be reasonably requested by either Member for the furtherance of carrying out and accomplishing the purpose set forth in this **Section 2.2**.

2.3. Principal Office; Registered Office.

(a) The principal office of the Company shall be located at such location as the Managers shall determine. The Company may have such additional offices as the Managers shall deem advisable.

(b) The Company shall have its registered office in the State of Nevada at 701 S. Carson Street – Suite 200, Ormsby County Carson City, Nevada 89701 and shall have National Registered Agents as its registered agent at such registered office for service of process in the State of Nevada, unless a different registered office or agent is designated from time to time by the Managers in accordance with the NLLC.

2.4. Taxation. The Members intend that the Company shall be taxed as a "partnership" for federal, state, local and foreign income tax purposes. The Members agree to take all reasonable actions, including, but not limited to, the amendment of this Agreement and the execution of other documents, as may reasonably be required in order for the Company to qualify for and receive "partnership" tax treatment for income tax purposes and agree not to take any actions inconsistent therewith.

ARTICLE 3
MEMBER INTERESTS; CAPITAL CONTRIBUTIONS

3.1. Member Interests; Admission of Members.

(a) The Company is initially authorized to issue one class of Member Interests, which shall be a Common Class. The rights, duties, and obligations of the Members of the Company shall be governed by the terms and conditions of this Agreement and shall be represented by such class. The Managers are authorized to admit additional classes of Members to the Company from time to time subject to the approval of a Majority in Interests.

(b) Each Person subsequently desiring to become a Member following the Effective Date of this Agreement shall deliver to the Managers a fully executed subscription or contribution agreement together with the full purchase price for the Member Interests subscribed for, which shall bind such Person and the Company upon acceptance and execution by the Managers with respect to such number of Member Interests subscribed for as shall be accepted by the Managers.

3.2. Members. Each Member's name, address and initial Capital Contribution shall be set forth on Schedule A. The Members shall have such relative rights, powers, preferences and limitations as are set forth in this Agreement. The Managers shall amend Schedule A from time to time without the consent of any other Member to reflect the inclusion of additional Members or additional classes of Members or to reflect any change in the identity of a Member and to delete Members that have withdrawn from the Company, in each case as permitted by this Agreement.

3.3. Capital Contributions.

(a) Initial Capital Contributions. The Initial Capital Contribution of each Member shall be made in cash or other assets and shall be listed opposite such Member's name on **Schedule A** as such appendix may be amended from time to time by the Managers. Any Working Capital Contribution as defined in **Section 3.4** shall also be considered as a Capital Contribution and such contribution shall not result in a change to the Member Percentage of any Member. The Initial Capital Contributions shall be valued as set forth in **Schedule A**. Any Member Interest issued to the Managers hereby shall constitute "profits interests" as that term is defined in Internal Revenue Service Procedure 93-27, 1993-2 CB 343, and the distribution provisions of this Agreement shall be interpreted in a manner consistent with such definition. The Company shall not issue the Managers any Member Interests without the consent of a Majority in Interests.

(b) Additional Capital Contributions.

(i) No Member shall be required to make any additional Capital Contributions ("**Additional Capital Contributions**") to the Company, accept as provided in this **Section 3.3(b)**. The Managers may put forth a proposal for vote of the Members for the Company to offer to all the Members the opportunity to make Additional Capital Contributions in an amount deemed appropriate by the Managers in cash or property at any time and for any time period that the Managers determine in their sole and absolute discretion in order for each Member to maintain their respective Member Interests. While the Managers have discretion to determine the amount of Additional Capital Contributions to be made, the Managers will not make such offer without the consent of the Majority in Interests.

(ii) If the Managers at any time or from time to time determine to permit Additional Capital Contributions from Members, the Managers shall be required with the consent of the Majority in Interests, to give Notice to all Members that the Company is permitting Additional Capital Contributions and the date on which funds from each Member who decides to make an Additional Capital Contribution will be due and payable.

(iii) At any time that Additional Capital Contributions are accepted pursuant to this **Section 3.3(b)**, the Managers shall adjust the Member Percentages (defined below) based upon the then Capital Accounts of the respective Members, in a time frame deemed reasonable at the sole discretion of the Managers.

3.4. Working Capital Contribution. NBGV agrees to contribute $2,000,000, over a two-year period as budgeted by the Managers, to be used as working capital for the first two (2) years of the Company's existence, commencing on the date of the Company's formation (the **"Working Capital Contribution"**). The first $150,000 of Working Capital Contribution made by NBGV shall be paid to Hydro Dynamics, Inc. (**"HD"**) as payment owed by EcoX to HD pursuant to a certain license agreement between EcoX and HD. The Working Capital Contribution shall be made pursuant to an "Annual Budget" adopted by the Managers in accordance with **Section 3.7**. Any contribution made by NGBV for working capital in excess of
$2,000,000 shall be considered a loan by NBGV to the Company subject to the provisions of **Section 4.3(g)** and the consent of a Majority in Interests. Notwithstanding the above, NBGV shall have no obligation to fund any amount in excess of the $2,000,000 Working Capital Contribution. In the event that the Company requests additional contributions, which would be treated as loans pursuant to this **Section 4.3(g)**, the terms of such loans shall be approved by a Majority in Interests.

3.5. Member Percentage. There shall be established for each Member, as of the first day of each Accounting Period, a member percentage for such Accounting Period (the **"Member Percentage"**). The Member Percentage of a Member for such Accounting Period shall mean the percentage ownership of a Member, which percentage shall be determined by reference to the Member Percentage as outlined in Schedule A attached. The sum of the Member Percentages of all Members for each Accounting Period shall be equal to one hundred percent (100%).

3.6. Title to Assets. All assets and any other tangible and intangible property, owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such assets or other property in the Member's individual name or right, and each Member Interest shall be personal property for all purposes. The Company shall hold all of the assets and any other property in the name of the Company and not in the name of any Member or any Affiliate of any Member.

3.7. Annual Budgets. The Managers shall use their good faith, commercially reasonable efforts to agree, within sixty (60) days of the date hereof, on a budget (the "**Annual Budget**") which shall set forth the projected income, expenses, capital expenditures and financing needs for the Company for the remaining 2019 fiscal year. On or before December 15 of each year, the Managers shall prepare and submit a new Annual Budget that shall set forth the projected income, expenses, capital expenditures and financing needs for the Company for the ensuing fiscal year. Each Annual Budget shall be approved by a Majority in Interests. Upon approval of each Annual Budget, NBGV shall fund the Working Capital Contribution in accordance with the schedule outlined in each Annual Budget, including any amendments thereto, until the full Working Capital Contribution has been funded. Any failure to fund the Working Capital Contribution in strict accordance with such schedules shall be deemed to be a material breach of this Operating Agreement. The Managers shall use their good faith efforts to operate the Company within the Annual Budget, and from time to time, the Managers may update the Annual Budget with the consent of a Majority in Interest to reflect new projected income, expenses, capital expenditures and financing needs for the then current year.

ARTICLE 4
CAPITAL ACCOUNTS

4.1. Opening Capital Accounts. The Company shall establish and maintain a Capital Account for each Member. For each Accounting Period during the term of this Agreement, the Company shall establish for each Member an opening Capital Account Balance (the **"Opening Capital Account Balance"**) and a Closing Capital Account Balance. The initial Opening Capital Account Balance of each Member shall be equal to such Member's Initial Capital Contribution, provided that NBGV's initial Opening Capital Account Balance will reflect the amounts contributed by NBGV on the date hereof, and any Working Capital Contribution reflected on Schedule A to be contributed to the Company by NBGV at a later date shall increase NBGV's Capital Account Balance accordingly. The Opening Capital Account Balance of a Member for each Accounting Period subsequent to the Accounting Period in which such Member was admitted to the Company shall be an amount equal to the Closing Capital Account Balance of such Member, determined in accordance with **Section 4.2**, for the immediately preceding Accounting Period plus the amount of any Additional Capital Contributions made by such Member hereto as of the beginning of such subsequent Accounting Period. Capital Accounts are intended to be maintained hereunder, to the extent consistent with the terms of this Agreement, in accordance with Code Sections 704(b) and (c) and the Treasury Regulations thereunder.

4.2. Closing Capital Account Balance. There shall be established for each Member on the books of the Company as of the last day of each Accounting Period, a closing Capital Account Balance for such Accounting Period (the **"Closing Capital Account Balance"**). In order to arrive at the Closing Capital Account Balance, each Members Opening Capital Account Balance shall be (a) increased by the amount of any Additional Capital Contributions, (b) increased or decreased for allocations pursuant to **Section 5.1**, and then for distributions pursuant to **Section 5.2**, (c) decreased for the amount of any withdrawals pursuant to **Section 9.9**, in each case in respect of such Accounting Period, (d) decreased by the Member's pro rata share of expenses set forth under **Section 6.12(b)**, and (e) in the case of NBGV, increased by any Working Capital Contributions made after the date hereof in accordance with **Section 3.7**.

4.3. Other Capital Account Provisions. With respect to the Capital Account of any Member:

(a) No Member shall have any liability to restore all or any portion of any negative Capital Account.

(b) No Member shall be paid interest on the balance of its Capital Account at any time.

(c) A Member shall not be required to make any Additional Capital Contributions to the Company, other than as provided in this Agreement, or to lend any funds to the Company.

(d) Except as otherwise provided in this Agreement, no Member shall have any right to demand or receive (i) any cash, or Company assets in return of its Capital Contribution or the balance of its Capital Account in respect of its Member Interests until the dissolution of the Company or (ii) any distribution from the Company in any form other than cash.

(e) If a Member Interest is transferred as permitted by this Agreement and effected by the Managers, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account relates to the transferred Member Interest in accordance with Treasury Regulations Section 1.704- 1(b)(2)(iv)(l).

(f) A creditor who makes a nonrecourse loan to the Company shall not have, and shall not acquire at any time, solely as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor or secured creditor, as the case may be, and the rights of such creditor shall be determined by the terms and conditions of the agreement(s) entered into between the Company and such creditor in connection with the making of such advance(s).

(g) Loans by Members to the Company shall not be considered Capital Contributions. If any Member advances funds to the Company as a loan in excess of his Capital Contribution, such advances shall not increase the Capital Account balance of such Member. The amount of any such advances shall be a debt of the Company to such Member and shall be payable or collectible only out of Company assets in accordance with the terms and conditions upon which such advances as a loan are made.

4.4. Adjustments to Capital Accounts. Notwithstanding anything contained herein to the contrary, the manner in which Capital Accounts are maintained shall be modified, if necessary, in the opinion of the Managers, to comply with applicable law, provided that no such change shall materially alter the economic agreement among the Members as embodied in this Agreement.

4.5. Limitations on Withdrawal of Capital. Except as expressly provided in this Agreement or as otherwise consented to by the Majority in Interests, no Member shall:

(a) have the right to withdraw or receive any return on such Member's Capital Contributions or Capital Account, or any claim to any Company capital prior to the termination of the Company pursuant to **Article 9**;

(b) have any right to demand and receive any asset in return for such Member's Capital Contributions;

(c) be liable to any other Member for the return to such Member of such Member's Capital Contributions, or any portion thereof (except as otherwise expressly required under the NLLC), it being expressly understood that such return shall be made solely from Company assets; or

(d) have any claim to distributions (whether of cash or property) or other payments or consideration from or resulting from the liquidation of any assets that are attributable to any Member Interests other than the Member Interests held by such Member.

ARTICLE 5 ALLOCATIONS AND DISTRIBUTIONS

5.1. Allocations of Net Profits and Net Losses.

(a) Allocations. Except as otherwise provided in this **Article 5**, as of the last day of each Accounting Period, the Net Profits and Net Losses of the Company for such Accounting Period shall be allocated to the Capital Accounts of each Member in proportion to their respective Member Percentages on that day, except that for Net Losses relating to the either of the first two Accounting Periods, to the extent that EcoX is, in its good faith judgement, unable to utilize such Net Losses (including on a carryforward or carryback basis), the EcoX portion of Net Losses for the applicable Accounting Period will be allocated to NBGV.

(b) General Allocations for Income Tax and Accounting Purposes. For each Accounting Period, items of income, deduction, gain, loss or credit shall be allocated for income tax purposes among the Members in such manner as to reflect equitably amounts credited or debited to each Member's Capital Account for the current and prior Accounting Periods. Such allocations shall be made pursuant to the principles of Sections 704(b) and 704(c) of the Code and the Treasury Regulations promulgated thereunder.

(c) Special Allocations for Income Tax Purposes. Notwithstanding anything to the contrary contained in this **Article 5**, special allocations of Net Profits, Net Losses or specific items of income, gain, loss or deduction shall be required for any Fiscal Year as follows:

(i) Company Minimum Gain Chargeback and Member Minimum Gain Chargeback. The Company shall allocate items of income and gain among the Members at such times and in such amounts as necessary to satisfy the minimum gain chargeback requirements of Treasury Regulation Sections 1.704-2(f) and 1 .704-2(i)(4).

(ii) Allocation of Deductions Attributable to Member Nonrecourse Liabilities . Any nonrecourse deductions attributable to a Member Nonrecourse Debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated among the Members that bear the economic risk of loss for such Member Nonrecourse Debt in accordance with the ratios in which such Members share such economic risk of loss and in a manner consistent with Treasury Regulation Sections 1.704-2(i) and 1.704- 2(j).

(iii) Qualified Income Offset. No Net Losses shall be allocated to a Member if such allocation would cause or increase a deficit in such Member's Capital Account after crediting to such Capital Account any amounts which such Member is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5) in respect of the Member Interests held by the Member. In addition, the Company shall specially allocate Net Profits (or items of income and gain) when and to the extent required to satisfy the "qualified income offset" requirement within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d). Accordingly, if a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) in respect of the Member Interests held by the Member, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for a Fiscal Year) in an amount and manner sufficient to eliminate a deficit balance as quickly as possible.

(iv) Allocations of Deductions Attributable to Nonrecourse Liabilities. Any Company Nonrecourse Deductions (as defined in Treasury Regulation Section 1.704-2(b)(l)) shall be specially allocated to the Members in accordance with the Members' respective Member Percentages within the meaning of Treasury Regulation Section 1.704-2(b)(1).

It is the intention of the Members that the allocations hereunder shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Code and Treasury Regulation 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Treasury Regulations thereunder, then Section 704 of the Code and the Treasury Regulations shall be deemed to override the contrary provisions hereof. If Section 704 or the Treasury Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and the Members shall amend the terms of this Agreement to add such provisions, and any such amendment shall be retroactive to whatever extent required to create allocations with a substantial economic effect.

5.2. Distributions.

(a) Generally. The Managers, in their sole discretion, shall have the right, but not the obligation, to distribute Available Cash, or other Company assets to the Members, after setting aside the Reserves. The Managers shall be entitled, in their discretion, to make a distribution of the Company's Available Cash, within 45 days following the end of each calendar quarter. All distributions shall be proportional to each Member's Member Percentage.

(b) Notwithstanding **Section 5.2(a)**, above, the Managers shall, unless restricted or prohibited by the NLLC and/or any agreement with any lender or other Person, make distributions out of Available Cash to those Members to whom allocations of Net Profits have been made by the Company in an amount that is deemed by the Managers sufficient to pay the combined estimated federal and state income tax liability of such Members resulting solely from inclusion of the operating results of the Company on the personal tax returns of such Members using an assumed combined state and federal income tax rate of forty percent (40%). The Managers shall not be required to consider the personal circumstances

of the Members in making a determination of the estimated combined federal and state income tax liability of the Members, and shall make an assumption as to the "tax bracket" applicable to the Members as a group as provided. The amount of any distribution made to a Member pursuant to this **Section 5.2(b)** shall be deducted from the amount of any current or future distributions that would otherwise be made to such Member pursuant to this **Article 5** or **Section 10.4**.

(c) Withholding. The Managers may withhold from distributions to any Member any amount required to be withheld pursuant to the Code or any other law, rule or regulation. Any amount so withheld shall be treated as a distribution to the affected Member.

5.3. Final Distribution. The final distributions following dissolution of the Partnership shall be made in accordance with the provisions of **Section 10.4**.

ARTICLE 6
MANAGEMENT

6.1. Managers. Subject to the requirement to first obtain approval of the Majority in Interests to conduct certain activities as specifically set forth herein, the management of the Company shall be vested exclusively in the Managers, who shall continue to serve as Managers until their resignation or removal pursuant to **Section 6.4** hereof. The initial Mangers shall be as set forth in the definition of Managers in **Article 1** hereof. In the event of the resignation, withdrawal or removal of any Manager, his or her replacement shall be appointed pursuant to **Section 6.4** hereof.

6.2. Management Authority of the Managers.

(a) Subject to the terms and conditions of this Agreement, the management of the Company will be vested exclusively in the Managers, who will have full control over the business and affairs of the Company. The Managers will have the sole, full and exclusive right, power and authority on behalf and in the name of the Company to carry out any and all of the objectives and purposes of the Company and to perform all acts and perform all contracts and other undertakings that, in their sole and absolute discretion, they deem necessary or advisable or incidental thereto.

(b) All of the Managers' decisions and actions relating to the business and affairs of the Company require a majority vote of the Managers. Subject to any other limitations set forth in this Agreement, the Managers may perform or cause to be performed all management and operational functions relating to the day-to-day operations of the Company. The Managers are authorized on behalf of the Company to:

(i) direct the formulation of policies and strategies for the Company; *provided, however,* that nothing herein shall limit the Company's ability to hold any portion of its assets at any time in cash or other Short-Term Investments;

(ii) enter into discussions and negotiations with any third party regarding the acquisition or disposition of assets and other transactions;

(iii) enter into discussions and negotiations with third parties regarding the sale of the Company of any or all issued and outstanding Member Interests, at any time or from time to time;

(iv) invest in Short-Term Investments;

(v) open, maintain and close bank accounts and draw checks or other orders for the payment of monies;

(vi) open, maintain and close accounts in the name of the Company;

(vii) deposit, withdraw, pay, retain and distribute the Company's assets in any manner consistent with the provisions of this Agreement, including to purchase, sell, invest in, trade or dispose of assets of the Company;

(viii) pay, or otherwise cause the payment of, distributions to the Members and expenses of the Company;

(ix) borrow or raise monies and, from time to time, without limitation as to amount or manner and time of repayment, issue, accept, endorse and execute promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness, and to secure the payment of such or other obligations of the Company by mortgage upon, or hypothecation or pledge of, all or any part of the property of the Company, whether at the time owned or thereafter acquired;

(x) engage attorneys, accountants, or such other professionals as the Managers may deem necessary or advisable;

(xi) engage appraisers or such other professionals to provide valuations of assets and/or Member Interests;

(xii) organize or participate and invest in one or more joint ventures, partnerships (limited or general), corporations, limited liability companies or other entities, whether or not controlled by the Company, and any other business approved by the Managers as incidental to the principal purposes and objectives of the Company;

(xiii) to appoint a Partnership Representative to make any elections on behalf of the Company under the Code or any other applicable federal, state or local tax law as the Partnership Representative shall determine to be in the best interests of the Company;

(xiv) withhold and pay all taxes, licenses, or assessments of whatever kind or nature imposed upon or against the Company, and for such purposes to make such returns and do all other such acts or things as are necessary or advisable;

(xv) withhold and pay to any governmental authority any amount required to discharge any legal obligation of the Company to withhold or make payments with respect to the federal, state or local tax liability of any Member;

(xvi) do any and all acts on behalf of the Company and exercise all rights of the Company with respect to its interest in any Person, participation in arrangements with creditors, the institution and settlement or compromise of suits and administrative proceedings and other like or similar matters;

(xvii) commence and defend actions and proceedings at law or in equity before any governmental, administrative or other regulatory body or commission;

(xviii) authorize any Managers, officer, employee or other agent of the Managers or agent or employee of the Company or Managers to act for or on behalf of the Company in all matters incidental to the foregoing;

(xix) enter into, make and perform such contracts, agreements, documents, certifications, joint venture arrangements and instruments of any kind as it may deem necessary or advisable

for the conduct of the affairs of the Company; provided that such arrangements do not result in a change in the respective Member Interests or result in the addition of new Members.

(xx) establish Reserves;

(xxi) have and maintain one or more offices within or without the State of Nevada and do such things as may be necessary or advisable in connection with the maintenance of such office or offices;

(xxii) cause the Company to raise capital by offering Member Interests, or causing Member Interests to be offered and sold, in accordance with the provisions hereof and to admit new Members or other classes of Members to the Company from time to time;

(xxiii) waive or reduce, in whole or in part, any notice period, minimum amount requirement, or other limitation or restriction imposed on Capital Contributions, withdrawals of capital, any fee, any special distribution to the Managers and/or any requirement imposed on a Member by this Agreement, regardless of whether such notice period, minimum amount, limitation, restriction, withdrawal provision, fee, special distribution or other requirement of this Agreement, or the waiver or reduction thereof, operates for the benefit of the Company, the Managers or fewer than all the Members; and

(xxiv) carry on any other activities necessary or incidental to, or in connection with, any of the foregoing or the Company's business.

All determinations and judgments made by the Managers in good faith and in accordance with the terms of this Agreement shall be conclusive and binding on all Members.

6.3. Management Authority of the Members. Only the Managers shall have the authority to bind the Company. No action of any Member in its capacity as a Member shall bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as the result of any unauthorized action of such Member. Notwithstanding such limitations, the actions described in **Section 6.2 (iv, ix, xxii, xxiii, xv, xxii, and xxiii)** above, shall require the approval of a Majority in Interests.

6.4. Resignation, Withdrawal or Removal of a Manager.

(a) A Manager may resign or withdraw at any time by giving thirty (30) days' prior written notice to the Company. The resignation of a Manager shall take effect upon the expiration of thirty days from the date of receipt of such notice by all Members or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. A Manager's resignation or withdrawal shall not dissolve or terminate the Company but rather a successor Manager shall be appointed to serve as, and to perform, the duties of the Manager hereunder effective upon such resignation or withdrawal. Any successor Manager(s) shall have the same rights, duties and obligations as the Managers has with respect to the Company. The successor Manager shall be appointed in the manner set forth in **Section 6.4(d)**.

(b) At a meeting of Members called expressly for that purpose, a Manager may be removed for Cause (as hereinafter defined) at any time by the vote or affirmative written consent of a Majority in Interests. The removal of a Manager shall not affect its rights or any of its officers' rights as a Member, if applicable, and shall not constitute its withdrawal or expulsion as a Member, if applicable. For purposes hereof, the Members shall have "Cause" to remove a Manager upon (i) a court of competent jurisdiction determining by final judgment that a Manager has committed an act or failure to act amounting to fraud, gross negligence, a violation of securities laws of any kind or a felony involving moral turpitude,
(ii) the Manager being convicted of, or pleading guilty or no contest to, a Disqualifying Felony, or (iii) a Majority in Interests of the Members have determined, upon the written advice of independent counsel, that the Manager has engaged in gross negligence, recklessness, willful misconduct or bad faith to the detriment

of the Company. Subsection (iii) shall include any conduct that is likely to result in either civil, criminal penalties, or such other conduct that would reasonably be expected to injure the reputation, business or business relationships of the Company or any affiliate thereof, but not if such conduct is a direct result of the Company's business. For the avoidance of doubt, Subsection (iii) excludes activities that are authorized or are otherwise consented to by the Managers, in accordance with the terms and provisions of this Agreement.

(c) The bankruptcy or insolvency of a Manager shall not dissolve or terminate the Company but rather a successor Manager or Managers shall be appointed to serve as and to perform the duties of the Manager(s) hereunder effective upon such applicable event. Any successor Managers(s) shall have the same rights, duties and obligations as the Manager has with respect to the Company.

(d) In the event of the resignation, withdrawal or removal of the NBGV Designee, NBGV shall have the sole right to appoint a replacement Manager. In the event of the resignation, withdrawal or removal of the EcoX Designee, EcoX shall have the sole right to appoint a replacement Manager. In the event of the resignation, withdrawal or removal of the Independent Designee, the Majority in Interests shall have the right to appoint a new Manager.

6.5. Duties of Managers. Each Manager shall perform its duties as Manager in good faith and in a manner consistent with its fiduciary duty. In performing such duties, the Manager shall be entitled to rely on information, opinions, reports, or statements (including, without limitation, financial statements and other financial data) in each case prepared by:

(a) one or more agents or employees of the Company;

(b) counsel, public accountants, or other Persons as to matters that the Manager believes to be within such Person's professional or expert competence; or

(c) any other Manager,

so long as, in so relying, such Manager shall be acting in good faith and with the degree of care specified above. However, a Manager shall not be considered to be acting in good faith in so relying if such Manager has knowledge of the matter in question that would cause such reliance to be unwarranted.

6.6. Interested Manager(s). No contract or other transaction between the Company and a Manager, or between the Company and any other Person in which a Manager is a Manager, officer, or director, or has a substantial financial interest, shall be either void or voidable if such contract or transaction is approved by or consented to by the other Manager, or was fair and reasonable to the Company.

6.7. Limitation on Liability.

(a) General. None of the Managers, any Affiliates of the Managers, any officer, director, stockholder, member, partner, employee, agent or assign of the Managers or any of their respective Affiliates, officers, directors, stockholders, members, partners, employees, agents or assigns or any Person who was, at the time of the act or omission in question, such a Person (collectively, the "**Related Persons**"), shall be liable, responsible or accountable, whether directly or indirectly, in contract, tort or otherwise, to the Company, any other Person in which the Company has a direct or indirect interest or any Member (or any Affiliate thereof) for any Damages asserted against, suffered or incurred by the Company, any other Person in which the Company has a direct or indirect interest or any Member (or any of their respective Affiliates) arising out of, relating to or in connection with any act or failure to act pursuant to this Agreement or otherwise with respect to:

(i) the nature and purpose of the business, the management or conduct of the business and affairs of the Company, any other Person in which the Company has a direct or indirect interest

or any of their respective Affiliates (including, without limitation, actions taken or not taken by any Related Person as a director of any Person in which the Company has a direct or indirect interest or any Affiliates of such Person);

(ii) the offer and sale of Member Interests in the Company; and

(iii) the management or conduct of the business and affairs of any Related Person insofar as such business or affairs relate to the Company, any other Person in which the Company has a direct or indirect interest or to any Member in its capacity as such.

(b) Conflicts of Interest. For purposes of this Agreement, no action or failure to act on the part of any Related Person in connection with the management or conduct of the business and affairs of such Related Person or any other Related Person and no other activities of such Related Person which involve a conflict of interest with the Company or any other Person in which the Company has a direct or indirect interest shall constitute, per se, bad faith, gross negligence, intentional misconduct, a material breach of this Agreement or a knowing violation of law.

(c) Employees and Agents. Notwithstanding the foregoing provisions of this **Section 6.7**, no Related Person shall be liable to the Company, any other Person in which the Company has a direct or indirect interest, or to any Member (or any Affiliate thereof) for any action taken or omitted to be taken by any other Related Person.

(d) Reliance on Third Parties. Any Related Person may (in its own name or in the name of the Company) consult with counsel, accountants, appraisers and other professional advisors in respect of the affairs of the Company and any other Person in which the Company has a direct or indirect interest and each Related Person shall be deemed not to have acted in bad faith or with gross negligence or to have materially breached this Agreement or engaged in intentional misconduct with respect to any action or failure to act and shall be fully protected and justified in so acting or failing to act, if such action or failure to act is in accordance with the advice or opinion of such counsel, accountants, appraisers or other professional advisors, except for actions or failures to act by such Related Person which constitute a knowing violation of law, provided that such advisors were selected with reasonable care.

6.8. Indemnification by Company.

(a) The Company shall, to the maximum extent permitted by applicable law, indemnify and hold harmless all Related Persons and the Company and each Member shall release each Related Person, to the fullest extent permitted by applicable law, from and against any and all Damages, including, without limitation, Damages incurred in investigating, preparing or defending any action (including any action to enforce this **Section 6.8**), claim, suit, inquiry, proceeding, investigation or appeal taken from any of the foregoing by or before any court or other Governmental Authority, whether pending or threatened, whether or not a Related Person is or may be a party thereto, which, in the good faith judgment of the Managers, arise out of, relate to or are in connection with this Agreement or the nature of the purpose of the business, the management or conduct of the business or affairs of the Managers, the Company, any other Person in which the Company has a direct or indirect interest or any of their respective Affiliates (including, without limitation, actions taken or not taken by any Related Person as a director of any Person in which the Company has a direct or indirect interest or any Affiliates of such Person or activities of any Related Person which relate to the offering and selling of Member Interests), except for any such Damages that are finally found by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence or intentional misconduct of, or material breach of this Agreement or knowing violation of a law, other than related to Cannabis, by the Person seeking indemnification. If any Related Person is entitled to indemnification from any source other than the Company, including, without limitation or any insurance policy by which such Person is covered, then the Managers shall use their reasonable best efforts to cause such Related Person to seek indemnification from such other source simultaneously while seeking indemnification from the Company, and the amount recovered by such Related Person from such other

source shall reduce the amount of the Company's indemnification hereunder. Such attorneys' fees and expenses shall, in the sole discretion of the Managers, be paid by the Company as they are incurred upon receipt, in each case, of a written undertaking by or on behalf of the Related Person on whose behalf such expenses are incurred to repay such amounts if it is finally adjudicated by a court of competent jurisdiction that indemnification is not permitted by law or this Agreement.

(b) The termination of any proceeding by settlement shall be deemed not to create a presumption that the Related Person involved in such settlement acted in a manner which constituted bad faith, gross negligence, intentional misconduct, material breach of this Agreement or a knowing violation of law. The indemnification provisions of this **Section 6.8** may be asserted and enforced by, and shall be for the benefit of, each Related Person, and each Related Person is hereby specifically empowered to assert and enforce such right, provided that any Related Person who fails to take such actions as the Managers may reasonably request in defending any claim or who enters into a settlement of any proceeding without the prior approval of the Managers (which shall not be unreasonably withheld) shall not be entitled to indemnification provided in this section. The right of any Related Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Related Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to his or its heirs, successors, assigns and legal representatives.

6.9. Contribution. If for any reason the indemnity provided for in **Section 6.8** and to which a Related Person is otherwise entitled is unavailable to such Related Person (other than for reason of such Related Person acted in a manner which constituted bad faith, gross negligence, intentional misconduct, material breach of this Agreement or a knowing violation of law) in respect of any Damages, then the Company, in lieu of indemnifying such Related Person, shall contribute to the amount paid or payable by such Related Person as a result of such Damages in the proportion the total capital of the Company (exclusive of the balance in the Related Person's Capital Account (which, for purposes of this **Section 6.9**, in the case of a Related Person which is not a Member, shall mean the Managers' Capital Account, if any, if the Related Person is an Affiliate thereof)) bears to the total capital of the Company (including the balance in the Related Person's Capital Account), which contribution shall be treated as an expense of the Company.

6.10. Assets of the Company; Insurance. The Managers have the right in their sole discretion to satisfy any right of indemnity or contribution granted under **Section 6.8** or **Section 6.9** or to which it may be otherwise be entitled out of the assets of the Company. The Managers may obtain appropriate insurance on behalf of the Company to secure the Company's obligations hereunder.

6.11. Not Liable for Return of Capital. Neither the Managers nor any other Related Person shall be personally liable for the return of the Capital Contributions of any Member or any portion thereof or interest thereon, and such return shall be made solely from available Company assets, if any.

6.12. Transactions with Affiliates; Acknowledgment; Reimbursement of Expenses.

(a) The Managers shall have the authority to engage any other Member or any Affiliate to provide services to the Company, provided that the costs of such services are on terms no less favorable to the Company than the Company could obtain from an unrelated third party providing similar services and that such services are obtained in accordance with applicable law.

(b) The Company shall pay, or reimburse the Managers for, all expenses incurred by the Company in the ordinary and usual course of business. The Company shall also pay, or reimburse the Managers for, all costs and expenses incurred in the organization of the Company and the sale of the Member Interests including, without limitation, legal and accounting fees, expenses of printing and mailing, costs of regulatory compliance with securities laws and all other related miscellaneous costs and expenses. Costs incurred by the Company in accordance with this Agreement shall be allocated by the Managers among the Members on a pro rata basis in accordance with their respective Member Percentages.

6.13. Activities of Managers; Other Ventures.

(a) The Managers and their respective Affiliates (including any members, partners, officers, directors and shareholders of such Persons), employees or other agents shall devote so much of their time to the affairs of the Company as in the judgment of the Managers the conduct of the Company's business shall reasonable require. The Managers shall not be obligated to do or perform any act or thing in connection with the business of the Company not expressly set forth herein or in any agreements ancillary hereto. Nothing contained herein shall be deemed to preclude the Managers or, as the case may be, any of their respective Affiliates, employees or other agents from engaging directly or indirectly in any other business. No Member shall, by reason of being a Member, have any right to participate in any manner in the profits or income earned or derived by or accruing to the Managers or their respective members or any of their, as the case may be, officers, directors, shareholders, members, partners, Affiliates, employees or other agents from the conduct of any business other than the business of the Company.

(b) Neither the Managers nor any of their respective Affiliates shall be obligated to present any particular investment opportunity to the Company. The Members hereby expressly waive any claim of conflict of interest or similar claim arising out of or related to any transactions entered into by the Managers and/or their respective Affiliates.

ARTICLE 7
MEETINGS OF MEMBERS; CERTAIN RIGHTS AND OBLIGATIONS OF MEMBERS

7.1. General. There is no requirement hereunder that any annual or other periodic meeting of the Members be held. Rather, the Managers may call a meeting of the Members at any time or from time to time, and such a meeting or meetings shall be called by the Managers if Members holding a Majority in Interests request the Managers to do so in writing. Unless otherwise determined by the Managers, all meetings of the Members shall be held at the principal office of the Company. Any one or more Members may participate at a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting. Any Member may participate at any meeting by proxy.

7.2. Rights of Members. The Members shall take no part in the management or control of the Company's business and shall have no right or authority to act for the Company or to vote on matters other than as may be required by the NLLC or the matters set forth herein, including below:

(a) the affirmative vote or Consent of a Majority in Interests shall be required prior to taking or authorizing the following actions:

(i) the material modification of the business purpose of the Company as set forth in **Section 2.2(a)** hereof;

(ii) the Sale of the Company or substantially all of its assets;

(iii) the issuance of additional Member Interests or the addition of new Members; Company;

(iv) the amendment or modification of the Certificate of Formation of the

(v) make any loan or advance to any Person;

(vi) commence an initial public offering or make a public offering and sale of the Member Interests of any other securities;

(vii) approve any Annual Budget;

(viii) dissolve, wind-up or liquidate the Company or initiate a bankruptcy proceeding involving the Company, except in accordance with **Section 10.3(d)**; and

(ix) the actions described in **Sections 6.2 (iv, ix, xxii, xxiii, xv, xxii, and xxiii)**.

(b) the affirmative vote or Consent of a Majority in Interests of Members shall be required to remove a Manager pursuant to **Section 6.4(b)**.

(c) Each Member shall have the right of first refusal to purchase the other Member's Member Interest before it can be sold to a third party, as described in **Section 9.2**.

7.3. Quorum. A Majority in Interests shall constitute a quorum at all meetings of the Members. When a quorum is present to organize a meeting, it will not be considered to be broken by the subsequent departure of any Member(s). The Members present at a meeting at which a quorum is not present may adjourn the meeting despite the absence of a quorum.

7.4. Notice of Meeting. Notice of all meetings shall be given to the Members entitled to attend such meeting not less than five (5), nor more than sixty (60), business days before the date of the meeting. Each such Notice shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting was called. Any affidavit of the Managers that the Notice required by this Section has been given shall, in the absence of fraud, be prima facie evidence of the facts therein stated. When a meeting is adjourned to another time or place, it shall not be necessary to give any Notice of the adjourned meeting if the time and place to which the meeting is adjourned is announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted at the original date of the meeting. Notice of a meeting need not be given to any Member who submits a signed waiver of Notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of Notice of such meeting, shall constitute waiver of Notice by such Member.

7.5. Action by Members Without a Meeting. Any action that is required or permitted to be taken by vote of the Members may be taken without a meeting, without prior Notice and without a vote, if a Consent or Consents setting forth the action so taken shall be signed by Members holding Member Interests constituting not less than the minimum percentage of Member Interests that would be necessary to authorize such action at a meeting at which all of the Members were present and voted. Each such Consent shall bear the date of signature of each Member who signs the Consent, and no Consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated Consent, Consents signed by a sufficient number of Members to take the action are duly given. Prompt Notice of the taking of any action without a meeting by less than unanimous Consent shall be given to all of the Members.

7.6. Duties and Obligations of Members.

(a) Each Member shall provide or cause to be provided to the Managers, promptly upon request by the Managers, information with respect to such Member and its Affiliates as the Managers deems necessary or appropriate to complete any tax returns or any reports, schedules, notices, proxy statements and other statements required to be filed by the Company under the Code or the Exchange Act, the Securities Act or the Rules and Regulations, or for any other purpose. Without limiting the generality of the foregoing, each Member shall provide Internal Revenue Service Form W-8, W-9, 1001 or 4224, as applicable, or any other form as may be reasonably requested by the Managers, promptly following such request.

(b) Each Member agrees to execute, acknowledge, swear to, deliver, file, record and publish such further certificates, instruments and documents, and do all such other acts and things as may

be required by law, or as may, in the opinion of the Managers, be necessary or desirable to carry out the intents and purposes of this Agreement.

(c) Each Member shall cooperate in good faith, and shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as may be reasonably requested by , for the furtherance of carrying the purpose set forth in **Section 2.2** as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 8
BOOKS AND RECORDS; BANK ACCOUNTS; FISCAL YEAR

8.1. Bank Accounts. The funds of the Company shall be deposited in such bank or brokerage account or accounts as the Managers may determine are required for the purpose, and the Managers shall arrange for the appropriate conduct of such accounts (including, without limitation, the designation of one or more signatories therefor).

8.2. Records. The books and records of the Company shall be kept at the Company's principal place of business and/or at such other place as the Managers(s) shall designate. The books of the Company shall be kept in accordance with the method of accounting determined by the Managers.

8.3. Reporting.

(a) The Company shall, as soon as practicable after the end of each fiscal year, provide the Members with annual financial statements and an annual report, delivered to their respective addresses set forth in the records of the Company, which report shall set forth, as of the end of such fiscal year, the following (and any other information which the Managers(s) may deem appropriate): (i) information in sufficient detail in order to enable the Members to prepare their respective Federal, state and other tax returns; and (ii) any other information which the Managers shall deem necessary or appropriate. The Company shall provide the Members with such interim reports as the Managers shall deem necessary or appropriate.

(b) The Managers shall keep or cause to be kept at the principal place of business of the Company complete and accurate books and records of the Company.

8.4. Fiscal Year. The fiscal year (the **"Fiscal Year"**) of the Company shall be the calendar year.

8.5. Partnership Representative Appointment; Resignation.

(a) The Members hereby appoint Robert Bench as the "partnership representative" as provided in Code Section 6223(a) (the "**Partnership Representative**"). The Members hereby appoint Robert Bench as the sole person authorized to act on behalf of the Partnership Representative (the "**Designated Individual"**). The Partnership Representative or Designated Individual can be removed at any time by a vote of the Managers. The Partnership Representative shall resign if he is no longer an officer of NBGV, and the Designated Individual shall resign if it is no longer an employee or officer of NBGV. In the event of the resignation or removal of the Partnership Representative or Designated Individual, the Managers shall select a replacement Partnership Representative or Designated Individual, as applicable. If the resignation or removal of the Partnership Representative or Designated Individual occurs prior to the effectiveness of the resignation or removal under applicable Treasury Regulations or other administrative guidance, the Partnership Representative or Designated Individual that has resigned or been removed shall not take any actions in its capacity as Partnership Representative or Designated Individual except as directed by the successor Partnership Representative.

(b) The Partnership Representative or Designated Individual shall (i) not bind the Members to any tax settlement without the approval of a Majority in Interests; (ii) notify the Members, within 30 calendar days after it receives notice from the IRS, of any administrative proceeding with respect to an examination of, or proposed adjustment to, any Company tax items; (iii) provide the Members with notice of its intention to extend the statute of limitations or file a tax claim in any court at least 10 calendar days before taking such action; (iv) shall not extend the statute of limitations or file a tax claim without the approval of the Members; (v) notify the Members prior to submitting a request for administrative adjustment on behalf of the Company; and (vi) not submit a request for administrative adjustment on behalf of the Company without the approval of the Members.

(c) Nothing contained in this Section shall affect the authority of the Managers provided for in this Agreement as to tax matters, and any action by the Partnership Representative or Designated Individual shall be consistent with the direction of the Managers pursuant to its authority provided for in this Agreement

8.6. Tax Examinations and Audits. Subject to the approval of Managers, the Partnership Representative is authorized and required to retain a third party firm to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Subject to the approval of the Managers, the Partnership Representative shall have authority to act on behalf of the Company in any such examinations and any resulting administrative or judicial proceedings, and shall have discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

8.7. Elections. The Partnership Representative shall promptly notify the Members of the receipt of a notice of final partnership adjustment and shall take such actions as directed by the Managers in writing, including whether to (i) file a petition for readjustment in the U.S. Tax Court, federal district court, or the Court of Federal Claims, (ii) cause the Company to pay the imputed underpayment under Code Section 6225, or (iii) make the election under Code Section 6226. If the Managers direct the Partnership Representative to cause the Company to pay the imputed underpayment under Code Section 6225 (i) the Managers shall take such actions as requested by the Partnership Representative, including filing amended tax returns and paying any tax due under Code Section 6225(c)(2)(A) or paying any tax due and providing applicable information to the Internal Revenue Service under Code Section 6225(c)(2)(B) and (ii) the Company shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3), (4), and (5). The Partnership Representative shall equitably apportion any imputed underpayment among the Members (including former Members) based on their interests in the Company for the year giving rise to the imputed underpayment. In determining each Member's share of an imputed underpayment, the Partnership Representative shall take into account (by reducing the amount of an underpayment apportioned to a Member) any modifications to the imputed underpayment attributable to a Member under Code Section 6225(c)(2), (3), (4), or (5). The Partnership Representative shall seek payment from the Members (and former Members) for the amount of the imputed underpayment attributable to that Member or former Member, and each such Member agrees to pay such amount to the Company. Any such payment made by a Member shall not be treated as a capital contribution. Any amount not paid by a Member or former Member within 60 days of a request by the Partnership Representative shall accrue interest at 18% per annum. Any imputed underpayment amount paid by the Company on behalf of a Member and not reimbursed by that Member shall be treated as a distribution to such Member.

8.8. Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code Section 6226, as amended by the Bipartisan Budget Act of 2015) shall be paid

by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

8.9. Income Tax Elections. Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided that the Partnership Representative shall make an election under Code Section 754, if requested in writing by the Managers.

8.10. Tax Returns. The Partnership Representative shall cause to be prepared and timely filed all tax returns required to be filed by or for the Company.

8.11. Survival. The obligations of each Member or former Member under this **Article 8** shall survive the transfer or redemption by such Member of its Member Interest, the termination of this Agreement, or the dissolution of the Company.

ARTICLE 9
RESTRICTIONS ON TRANSFER OF MEMBER INTERESTS; ADMISSION OF ADDITIONAL MEMBERS; WITHDRAWAL; REDEMPTION

9.1. Restrictions on the Transfer of Member Interests. Subject to the exceptions below, no Member may Transfer any Member Interest, or any portion thereof, to any other Person without the prior Consent of the Majority in Interests, which Consent may be granted or withheld for any or no reason; *provided, however*, that any Member may Transfer all or a portion of its Member Interests (i) to another Member, (ii) in the case of a Member who is a natural person, to such Member's spouse, children or grandchildren (collectively, **"Family Members"** and, individually each a **"Family Member"**) or any trust, limited partnership or limited liability company primarily for the benefit of a Family Member or Family Members; or (iii) in the case of a Member who is not a natural person, to any partner, parent, subsidiary or Affiliate of such Member; *provided, however,* that any such transferee shall agree in writing to be bound by, and the Member Interests so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed transfer under this **Section 9.1** must meet the following conditions, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(a) the transferor undertakes to pay all expenses incurred by the Company in connection with the Transfer, including, but not limited to such transfer fee as shall be determined by the Managers;

(b) the Company shall receive from the Person to whom such transfer is made (i) such documents, instruments and certificates as may be requested by the Managers, pursuant to which the transferee shall become bound by this Agreement, (ii) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Managers) true and correct with respect to such Person and (iii) such other documents, opinions, instruments and certificates as the Managers shall request: and

(c) the transfer (i) will not violate any provisions of the Securities Act, or applicable state securities laws; (ii) for Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a partnership; and (iii) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers.

(d) The non-transferring Member waives his, her, or its right of first refusal to purchase the transferring Member's Member Interest, except where the transferring Member transfers the Member Interest to a Family Member or, in the case of a Member who is not a natural person, any partner, parent, subsidiary or Affiliate of such Member.

9.2. Right of First Refusal.

(a) In addition and subject to the restrictions contained in the other provisions of this **Article 9**, and with respect to any Member, in the event that any Member (in its capacity as such, a **"Transferring Member"**) desires to Transfer all or a portion of its Member Interest (**"Offered Interest"**) other than pursuant to Transfers permitted by **Section 9.1**, and the Transferring Member has received a bona-fide arm's length written offer to purchase such Offered Interest, then the Transferring Member shall deliver written notice (a **"Sale Notice"**) to the other Member. The Sale Notice shall describe in reasonable detail the proposed offer including the Member Interests to be Transferred, the consideration to be paid, and the name and address of the proposed purchaser of the Offered Interest (**"Proposed Transferee"**).

(b) The non-transferring Member shall have the right but not an obligation (such right, a **"ROFR Right"**) to purchase all or a part of the Offered Interest at the same price set forth in the Sale Notice from the Transferring Member and, if the price set forth in the Sale Notice references consideration other than cash, then the non-transferring Member may elect to pay the fair market value of such consideration in cash if it exercises the ROFR Right. To the extent the non-transferring Member desires to exercise the ROFR Right, it shall, within fifteen (15) Business Days of the receipt of the Sale Notice, deliver a notice to the Transferring Member setting forth the amount of Offered Interest it proposes to purchase on the terms and conditions set forth in the Sale Notice (such notice, the **"Election Notice"**).

(c) In the event that the non-transferring Member delivers an Election Notice, then it shall negotiate in good faith and use commercially reasonable efforts to (i) enter into customary definitive documentation for the sale of the Offered Interest (that contains customary representations and warranties, covenants and indemnities) on the terms and conditions set forth in the Election Notice and (ii) consummate the sale of the Offered Interest as soon as practicable and, in any event, no more than 45 days after having received notice of the acceptance of the offer, which may be extended to the extent necessary to secure required governmental approvals.

(d) If the non-transferring Member does not deliver an Election Notice, then, for a period of 90 days from the date the Election Notice was due, the Transferring Member may Transfer the Offered Interest to the Proposed Transferee set forth in the Sale Notice on terms the same as or no more favorable to the Proposed Transferee than those set forth in the Sale Notice. For the avoidance of doubt, in the event that a Transferring Member does not effect the Transfer of the Offered Interest within such 90 day period, then any Transfer shall again be subject to the provisions of this **Section 9.2**.

9.3. Admission of Transferee as Member. Subject to **Section 9.6**, any transferee of all, but not less than all, of the Member Interests pursuant to the terms of this **Article 9** shall be admitted to the Company as a substitute Member. In such event, such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

9.4. Effective Date of Transfer. The Managers may, in their sole discretion, permit a Transfer otherwise approved by a Majority in Interests, or otherwise allowed pursuant to this Operating Agreement to become effective as of the first day of the Accounting Period following such Transfer.

9.5. No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

9.6. Attempted Transfer in Violation of Agreement. Any purported transfer of any Member Interest, in whole or in part, not made in accordance with this **Article 9** shall be null and void *ab initio* and the Managers and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

9.7. Withdrawals of Capital. No Member shall have the right or authority to withdraw all or any portion of his or its Capital Account without the express prior written Consent of the Managers, which

Consent may be withheld or delayed by the Managers in their sole discretion and the approval of a Majority in Interests.

9.8. Mandatory Redemption.

(a) A Member's Interest may be redeemed for "Cause" as defined below. Such Redemption shall be effective (the "**Effective Date**") five (5) Business Days after notice in writing thereof is given to such Member or Members (a "**Redemption Notice**"), unless such Redemption Notice is rescinded by the Managers not appointed by the Redeemed Member within such five (5) Business Day period.

Within the context of **Section 9.8**, **"Cause**" means: (i) the willful misappropriation of the funds or property of the Company by a Member; (ii) the indictment, arrest or conviction in a court of law for, or the entering of a plea of guilty or no contest to a Disqualifying Felony by any Member; (iii) the commission by any Member of any willful or intentional act which injures or would reasonably be expected to injure seriously the reputation, business or business relationships of the Company or any affiliate thereof,
(iv) the material breach of this Operating Agreement or any other agreement with the Company by any Member, which breach is not cured (if capable of being cured) within thirty (30) days of receiving written notice thereof, or (v) a Member's ownership of its Member Interest or any portion or aspect thereof is prohibited by Law.

(b) Each Member that is given a Redemption Notice (a "**Redeemed Member**") shall be entitled to receive in respect of such Redeemed Member Interests an amount equal to the Redemption Value (as defined below) determined as of the Effective Date. A Redeemed Member shall not have any right to receive any profits attributable to such Redeemed Member Interests or any Company assets after the Effective Date.

(c) The redemption value (the "**Redemption Value**") of Redeemed Member Interests shall be calculated based upon the balance of the Redeemed Member's Capital Account as of the Effective Date adjusted as if (i) all the assets of the Company had been sold for their fair market value, (ii) all Company liabilities of the Company had been paid, and (iii) all allocations required by **Article 5** in respect of the Member Interests had been made, all on the Effective Date.

(d) Payment of the Redemption Value to Redeemed Members ("**Redemption Payments**") shall be made in cash or in kind or in a combination thereof, at the sole option of the Managers not appointed by the Redeemed Member at the time of payment, and, to the extent paid in kind, the assets so distributed shall be valued at their fair market value as of the Effective Date. The Redemption Payment shall be paid not later than three months after the Effective Date, except in extraordinary circumstances.

(e) If the Managers not appointed by the Redeeming Member are redeeming all Member Interests from a Redeemed Member, then effective immediately upon the payment of the Redemption Payment to such Redeemed Member, such Member shall cease to be a Member of the Company,

(f) Notwithstanding anything to the contrary set forth herein, in the event of a redemption of NBGV due to a breach by NBGV of **Section 3.7**, and for the avoidance of doubt, calculation of the Redemption Value shall exclude the value of the Intellectual Property.

(g) Suspension. The Managers not appointed by the Redeeming Member may suspend or postpone the distribution of any Redemption Payments from Capital Accounts:

(i) during the existence of any state of affairs which, in the opinion of such Managers, makes the disposition of the Company's investments impractical or prejudicial to the Members,

or where such state of affairs, in the opinion of such Managers, makes the determination of the price or value of the Company's investments impractical or prejudicial to the Members;

(ii) where any Redemptions or distributions, in the opinion of such Managers, would result in the violation of any applicable law or regulation; or

(iii) for such other reasons or for such other periods as such Managers may in good faith determine.

(h) The Managers will promptly notify each Member who has received a Redemption Notice and to whom payment in full of the amount being redeemed has not yet been remitted of any such suspension. The Managers not appointed by the Redeeming Member, in their sole discretion, may complete any Redemptions as of a date after the cause of any such suspension has ceased to exist to be specified by such Managers, in their sole discretion.

9.9. Withdrawal as a Member of the Company.

(a) No Member shall have the right to withdraw as a Member of the Company without the express prior written Consent of the Managers, which Consent may be withheld or delayed by the Managers in its sole discretion and the approval of a Majority in Interests.

(b) Any Member permitted to withdraw as a Member (a "**Withdrawing Member**") shall be entitled to receive from the Company in respect of such Member Interests an amount equal to the Redemption Value of such Member Interests as of the Withdrawal Date (for purposes hereof, the term "**Withdrawal Date**" shall mean a date following the effective date of withdrawal as reasonably determined by the Managers, but in no event later than December 31 of the Fiscal Year during which the effective date of the withdrawal occurs). For purposes of this **Section 9.9**, the amount of the Redemption Value payable to a Withdrawing Member is hereinafter referred to as the "**Withdrawal Payment**." The Withdrawing Member shall not have any right to receive any profits attributable to the use of such Member Interests or any Company assets after the Withdrawal Date. The Withdrawal Payment shall be payable in cash or in kind or in a combination thereof, at the sole option of the Managers at the time of payment, and, to the extent paid in kind, the assets so distributed shall be valued at their fair market value as of the Withdrawal Date. The Withdrawal Payment shall be paid not later than three months after the Withdrawal Date, except in extraordinary circumstances as determined in good faith by the Managers.

(c) The Managers may deduct from any Withdrawal Payments a withdrawal fee equal to up to four percent (4%) of the Withdrawal Payment, in addition to any other charges incurred by the Company; *provided, however*, the Managers may waive such withdrawal fee in part or in whole in its sole discretion. The amount of any other charges retained by the Company in connection with any withdrawal, net of any actual costs and expenses of processing the withdrawal, shall be allocated among and credited to the Capital Accounts of the remaining Members in accordance with their respective Member Percentages at such time.

(d) Suspension. The Managers may suspend or postpone the distribution of any Withdrawal Payments from Capital Accounts:

(i) during the existence of any state of affairs which, in the opinion of the Managers, makes the disposition of the Company's investments impractical or prejudicial to the Members, or where such state of affairs, in the opinion of the Managers, makes the determination of the price or value of the Company's investments impractical or prejudicial to the Members;

(ii) where any withdrawals or distributions, in the opinion of the Managers, would result in the violation of any applicable law or regulation; or

(iii) for such other reasons or for such other periods as the Managers may in good faith determine.

(e) The Managers will promptly notify each Member who has submitted a withdrawal request and to whom payment in full of the amount being withdrawn has not yet been remitted of any suspension of withdrawal or distribution rights. The Managers, in its sole discretion, may allow any such Members to rescind their withdrawal request to the extent of any portion thereof for which a Withdrawn Payment has not yet been distributed. The Managers, in its sole discretion, may complete any withdrawals or distributions as of a date after the cause of any such suspension has ceased to exist to be specified by the Managers, in its sole discretion subject to the approval of such withdrawal request by a Majority in Interests.

ARTICLE 10
TERM; DISSOLUTION AND TERMINATION; SALE OF COMPANY

10.1. Term. The term of the Company shall be perpetual, unless sooner dissolved and liquidated in accordance with the provisions hereof. All provisions of this Agreement relating to dissolution and liquidation shall be cumulative; that is, the exercise or use of one of the provisions hereof shall not preclude the exercise or use of any other provision.

10.2. Death, Incompetency, Bankruptcy, Disability or Dissolution of a Member. The death, adjudication of incompetency, Bankruptcy, disability, termination or dissolution of a Member shall not dissolve or terminate the Company. The legal representative of any such Member shall succeed as assignee to such Member's Member Interest in the Company but shall not be admitted as a Member unless the requirements of **Section 9.1**, as applicable, are met.

10.3. Dissolution of the Company. The Company shall be dissolved upon the first to occur of the following:

(a) the sale of the Company or other disposition of all or substantially all of the Company's assets outside of the ordinary course of business and the collection of all the proceeds therefrom (except that, if the Company receives purchase money paper in connection therewith, the Company shall continue until such purchase money paper is paid in full or otherwise disposed of);

(b) the determination of the Majority in Interests to dissolve the Company;

(c) absent the appointment of substitute Managers, the failure to continue the business of the Company following a Disabling Event in respect of the Managers; or

(d) at the election of EcoX, in its sole discretion, if NBGV has failed to contribute the Working Capital Contribution in accordance with **Section 3.7**.

Any dissolution of the Company shall be effective on the date the event occurs giving rise to the dissolution, but the Company shall not terminate until all of its affairs have been wound up and its assets distributed as provided in this **Article 10**.

10.4. Procedures Upon Dissolution. Upon dissolution of the Company, the Company shall be terminated, and the Managers, or if there are no Managers, such other Person(s) appointed in accordance with applicable law to wind up the Company's affairs (the **"Liquidator(s)"**) shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as to not involve undue sacrifice, provided that prior to any liquidation, the Company shall give EcoX the first right of refusal to purchase all of the intellectual property rights, including standard operating procedures, trade-secrets and know-how related to the Technology as specified in the Assignment and License Agreement dated February ___, 2019, and any and all improvements thereon (the **"Intellectual Property"**), which purchase shall be made by paying to the Company, for ultimate distribution to NBGV, half the value of the Intellectual

Property based on a third party appraisal mutually agreed upon by the Members. The right of first refusal set forth above will follow the procedures set forth in **Section 9.2** as if the Intellectual Property was an Offered Interest, with such changes as may be required by the context to make this section applicable. The proceeds of liquidation shall be applied and distributed in the following order of priority:

(a) first, to the payment of the debts and liabilities of the Company (other than any loans or advances made by any of the Members to the Company) and the expenses of liquidation;

(b) second, to the creation of any reserves that the Liquidator(s) deem(s) reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the arising out of or in connection with the business and operation of the Company;

(c) third, to the payment of any loans or advances made by any of the Members to the Company; and

(d) thereafter, to the Members and the Managers in accordance with their respective distribution priorities set forth in, and after making all allocations required by, **Article 5** of this Agreement, after giving effect to the distribution to EcoX of the Intellectual Property as set forth above, if applicable..

Notwithstanding any to the contrary set forth herein, in the event of a dissolution of the Company in accordance with **Section 10.3(d)**, NGBV shall have no rights in or to the Intellectual Property, and the Company shall transfer the Intellectual Property back to EcoX prior to any liquidation without any payment or compensation to NBGV whatsoever. In such event, any remaining assets of the company will be liquidated and distributed in accordance with the provisions above. Nothing in this paragraph shall affect the rights of NGBV under the License Agreement entered into by and between NBGV and EcoX on February 14, 2019.

10.5. Certificate of Dissolution. Within ninety (90) days following the dissolution and commencement of winding up of the Company, or if at any time there are no Members, certificate of dissolution shall be filed with the Secretary of State of Nevada pursuant to the NLLC.

10.6. Forced Sale Provision.

(a) If the Majority in Interests determines to effect a sale in any single transaction or series of transactions other than to an Affiliate (a "**Third Party Sale**"), and the proposed purchaser (the "**Proposed Purchaser**") desires to acquire all of the Member Interests of the Company, then upon the written notice of the Managers (the "**Drag-Along Notice**") to all of the Members (the "**Drag-Along Members**"), such Members shall sell their Member Interests to the Proposed Purchaser on the same relative terms and conditions as set forth in the Drag-Along Notice. The Drag-Along Notice shall disclose, in reasonable detail, the identity of the Proposed Purchaser, the proposed amount and form of consideration for the Member Interests, and all other material terms and conditions of the Third Party Sale. Each Member shall take or cause to be taken at such Member's own expense all such actions as may be necessary or reasonably desirable in order to expeditiously consummate the Third Party Sale contemplated by this **Section 10.6** and any related transactions, including, without limitation, executing, acknowledging and delivering consents, assignments, waivers, releases and other documents or instruments, and otherwise cooperating with the Managers. Notwithstanding any other Section hereof, no Member shall be entitled to sell their Member Interests without giving the other Member the right first to purchase such Member Interest and if the other party chooses not to sell then the other Member shall have the right to sell their Member Interests on the same terms as conditions. Accordingly, in the event that either NBGV or EcoX receive an offer for a Third Party Sale, such Member shall provide notice to the other Member (the "**Come-Along Notice**") which Come-Along Notice shall disclose, in reasonable detail, the identity of the Proposed Purchaser, the proposed amount and form of consideration for the Member Interests, and all other material provisions of such proposed sale. In no event may any Member sell any Member Interests unless the Purchaser agrees to purchase all of the outstanding Members Interests. If the proposed purchase is for less

than all of the Member Interests then a Majority in Interests must approve the sale and, if approved, the Members shall participate pro rata based on their respective ownership percentage.

(b) If the Managers determine, in their sole discretion, that a Member is not complying with its obligations under **Section 10.6(a)**, then the Managers shall have the right to put forth a proposal to the Members for approval by a Majority in Interests to redeem all of such Member Interests held by the Member and to cause them to be sold in the Third Party Sale to the Proposed Purchaser. In the event of a redemption pursuant to this **Section 10.6(b)**, the Member so redeemed shall receive for its Member Interests the amount paid for such Member Interests by the Proposed Purchaser, *provided, however,* that the Managers may deduct from any such payment any resulting costs including, but not limited to, legal expenses, associated with such redemption.

ARTICLE 11
MISCELLANEOUS

11.1. Members' Covenants. Each Member covenants on behalf of itself, its successors, permitted assigns, heirs, personal representatives, and successors:

(a) To execute and deliver with acknowledgement or affidavit, if required, all documents and writings reasonably determined by the Managers to be necessary or appropriate to effect amendments to this Agreement made in accordance with its terms or to satisfy any tax or other information reporting responsibilities imposed on the Company; and

(b) That, at the time the Member purchases its Member Interests, the Member will be an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act and the Member will promptly notify the Company if there is a change to this status in the future.

11.2. Approvals. Unless otherwise specified in this Agreement, all approvals or Consents permitted or required to be given under this Agreement shall not unreasonably be delayed, conditioned, or withheld.

11.3. Certificates Evidencing Membership.

(a) Although certificates are no longer common or necessary as proof of ownership, all Member Interests in the Company may be evidenced by an informal Certificate of Membership ("**Certificate**") issued by the Company. Such Certificate is largely a symbolic representation of a Member's investment in the Company and is a not an official document. If issued, each Certificate shall set forth the name of the Member, the number of Member Interests owned by such Member, and shall bear a legend, substantially as follows:

> The Member Interests represented by this certificate are subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of CleanWave Labs, LLC dated as of February 14, 2019 as the same from time to time may be amended, a copy of which is on file at the principal office of the Company.

(b) In the event that a Member transfers its Member Interests in a manner approved by the Managers or is unable to locate their Certificate and wishes to have a replacement Certificate issued, a fee of $250 payable to the Company shall apply, unless waived by the Managers in their sole discretion.

11.4. Power of Attorney. Each Member hereby irrevocably makes, constitutes and appoints the Managers (including any successor Managers) as the true and lawful attorney-in-fact of such Member, and empowers and authorizes such attorney-in-fact, in the name, place and stead of each Member, to execute, acknowledge, swear to and file, or have filed, the Certificate of Formation and any amendments thereto, and any other certificates, instruments and documents which may be required to be executed or filed under

laws of any State or of the United States, or which the Managers shall deem advisable to execute or file, including without limitation all instruments which may be required to effectuate the formation, continuation, termination, distribution or liquidation of the Company.

(a) It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive any assignment by such Member of such Member Interest in the Company; *provided, however,* that if such Member shall assign all of his Member Interest in the Company and the assignee shall become a substituted Member in accordance with this Agreement, then such power of attorney shall survive such assignment only for the purpose of enabling the Managers to execute, acknowledge, swear to and file all instruments necessary or appropriate to effectuate such substitution.

(b) No actions shall be taken by the Managers under the power of attorney granted pursuant to this Section that would have any adverse effect on the limited liability of any Member. In the event that the appointment conferred in this **Section 11.4** would not constitute a legal and valid appointment by any Member under the laws of the jurisdiction in which such Member is incorporated, established or resident, upon the request of the Managers, such Member shall deliver to the Managers a properly authenticated and duly executed document constituting a legal and valid power of attorney under the laws of the appropriate jurisdiction covering the matters set forth in this Section. Each Member hereby releases each Managers from any liability or claim in connection with the exercise of the authority granted pursuant to this power of attorney, and in connection with any other action taken by such Managers pursuant to which such Managers purports to act as the attorney-in-fact for one or more Members, if the Managers believed in good faith that such action taken was consistent with the authority granted to it pursuant to this **Section 11.4**.

11.5. Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of, and be binding upon, the undersigned Members and their respective heirs, executors, legal representatives, successors and assigns. Whenever, in this Agreement, a reference to any party or Member is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party or Member.

11.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. In the event that any signature (including a financing signature page) is delivered by facsimile transmission or by e-mail delivery of a data file, such signature shall create a valid and binding obligation of the executing party (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or data file signature page were an original thereof.

11.7. Effect of Consent or Waiver. No Consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by such other Member of his, her, or its obligations hereunder shall be deemed or construed to be a Consent or waiver to or of any other breach or default by such other Member in the performance by such other Member of the same or any other obligations of such Member hereunder. Failure on the part of any Member to object to, or complain of, any act or failure to act of any of the other Members, or to declare any of the other Members in default, irrespective of how long such failure continues, shall not constitute a waiver by any such Member of his, her, or its rights hereunder.

11.8. Enforceability. If any provision of this Agreement, or the application thereof to any Person or circumstances, shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provisions to other Persons or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.9. Entire Agreement. This Agreement, unless subsequently amended, contains the final and entire Agreement among the parties hereto, but only with respect to the subject matter addressed herein,

and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

11.10. Amendment. Except as otherwise provided below or in the NLLC, this Agreement and all certificates, documents, instruments and other writings executed by the Members in connection herewith (including, without limitation, the Certificate of Formation) may be amended, from time to time, with or without notice to Members, by the Managers to the extent the Managers shall determine such amendment to be necessary, desirable, or appropriate in connection with the management or control of the Company and/or the conduct of its business and affairs. Such amendment may, by way of illustration and without limiting the scope of the foregoing in any respect, be made for the purposes of:

(a) admitting additional or substituted Members into the Company pursuant to the terms of this Agreement;

(b) curing any ambiguity or correcting, supplementing or clarifying any one or more of the provisions of this Agreement which may be inconsistent with any other provision;

(c) correcting any manifest error;

(d) complying with, or satisfying the requirements of, the Code, the Treasury Regulations, any federal or state securities laws or regulations and/or any other law, statute, ordinance, rule, regulation, interpretation, decision, or order of, or issued, promulgated, or enacted by, any governmental authority or self-regulatory body. Any such amendment may, in the sole discretion of the Managers, relate back to the date of this Agreement with such force and effect as if originally incorporated therein. However, notwithstanding the foregoing:

(i) any provision of this Agreement requiring the affirmative vote or Consent of a specified percentage of Member Interests with respect to any action may be modified, amended, restated, or revoked only by the affirmative vote or Consent of Members holding at least such specified percentage;

(ii) no amendment of this Agreement and/or of any certificate(s), document(s), instrument(s) and/or other writing(s) executed by the Members in connection herewith (including, without limitation, the Certificate of Formation) shall: (w) impose any liability on any Member for any debts, obligations or liabilities of the Company; (x) impose any obligation upon, or increase any obligation of, any Member to make additional Capital Contributions to the Company; or (y) except to the extent necessary to clarify a provision, provided that such clarification does not change the substance of the amended provision in the opinion of the Company's counsel, alter the allocation for tax purposes of any items of income, gain, loss, deduction, or credit with respect to any Member or Members or alter the manner of computing the distributions of any Member or Members, without the Consent of each of the Members who are adversely affected thereby; and

(iii) no amendment of this Agreement and/or of any certificate(s), document(s), instrument(s) and/or other writing(s) executed by the Members in connection herewith (including, without limitation, the Certificate of Formation) shall or may render any one or more of the Members liable, in their capacity as Members and/or Managers(s), for any or all of the debts, obligations and/or liabilities of the Company and/or of any of the other Members (whether arising in tort, contract, or otherwise) without the Consent of each of the Members adversely affected thereby.

11.11. Governing Law. This Agreement is made and shall be construed under, and in accordance with, the laws of the State of Nevada for contracts made and to be wholly performed therein.

11.12. Liability Among Members. No Member shall be liable, responsible, or accountable in damages or otherwise to the Company or to any Member by reason of such Member's acts or omissions in connection with the Company, unless:

(a) such liability, responsibility, or accountability is specifically provided for in this Agreement under the circumstances in question; or

(b) there shall be a judgment or other final adjudication adverse to such Member establishing that either:

(i) such Member's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law; or

(ii) such Member personally gained in fact a financial profit or other advantage to which such Member was not legally entitled.

11.13. No Partnership Intended for Non-Tax Purposes . The Members hereby recognize that the Company will be a partnership for United States Federal income tax purposes, and that the Company will be subject to all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; *provided, however,* that the Managers may, upon approval of a Majority in Interests, cause the Company to make an election under Internal Revenue Code Section 761(a) and Internal Revenue Regulation Section 1.761-2 to exclude the Company from the application of Subchapter K. One effect of such an election, if made, is that Members will not receive a Schedule K-1 with respect to their ownership of Member Interests in the Company. However, the Members expressly do not intend hereby to form a partnership, and neither anything contained herein nor the filing of United States Partnership Returns of Income by the Company shall be deemed or construed to alter the nature of the Company or to expand the obligations or liabilities of the Members. Without intention to limit the generality of the foregoing in any respect, the Members do not intend to be partners to one another, or partners as to any third party. To the extent that any Member, by word or action, represents to another Person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

11.14. Notices. Any Notice to the Members required under the terms of this Agreement shall be sent to the respective addresses set forth on Schedule A. All Notices and copies thereof provided for herein shall be sent by: (a) hand delivery, with receipt therefor; (b) overnight courier service, with receipt therefor;
(c) certified or registered mail, return receipt requested; or (d) first-class postage prepaid. Changes of address shall be given to the Company and the Members by written Notice in accordance with the terms of this **Section 11.14**. Time periods shall commence on the date that such Notice is received; if delivered by hand or by overnight courier service, and three (3) Business Days after mailing if mailed. Any Notice that is required to be given within a stated period of time shall be considered timely if delivered or refused before midnight, Eastern time, of the last day of such period.

11.15. References. References herein to the singular shall include the plural and to the plural shall include the singular, and references to one gender shall include the others, except where the same shall not be appropriate.

11.16. Titles and Captions. Titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of the content of this Agreement.

11.17. Arbitration. The parties agree to submit all controversies to arbitration in Las Vegas, Nevada in accordance with the provisions set forth below and understand that:

(a) Arbitration is final and binding on the parties.

a jury trial. proceedings.

(b) The parties are waiving their right to seek remedies in court, including the right to

(c) Pre-arbitration discovery is generally more limited and different from court

(d) The arbitrator's award is not required to include factual findings or legal reasoning

and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(f) All controversies which may arise between the parties concerning this Agreement shall be determined by arbitration. Judgment on any award of any such arbitration may be entered in the courts of the State of Nevada or in any other court having jurisdiction of the Person or Persons against whom such award is rendered.

(g) Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Newbridge Global Ventures, Inc.

By: _____
Name: Robert Bench
Title: Interim President and Chief Financial Officer
Newbridge Global Ventures, Inc.

EcoXtraction LLC

By: _____
Name: Gerard (Jerry) Broussard
Title: CEO

By: _____
Name: Virgil K Vincent
Title: CHAIRMAN

SCHEDULE A

MEMBER NAME	MEMBER ADDRESS	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP CLASS	MEMBER EQUITY INTEREST	MEMBER PROFIT INTEREST	DATE OF ADMISSION
NewBridge Global Ventures, Inc.	2545 Santa Clara Avenue, Alameda, CA 94501	See below	Common Class	50%	50%	February _, 2019
EcoXtraction LLC	112 Oil Center Drive, Suite #12 Lafayette, LA 70503	See below	Common Class	50%	50%	February_, 2019

NewBridge Global Ventures, Inc. ("NBGV") Capital Contribution: Upon the formation of the Company, NBGV shall contribute the following to the Company:

(i) One (1) 8"x2" Stainless Steel EcoXtraction Unit made up of one (1) Stainless Steel Tank with a five (5) HP TEFC Motor, VFD, LCD touch screen, control panel, feeder pump and mount; and

(ii) NBGV agrees to contribute $2,000,000 by the end of two years, to be used as working capital for the first two (2) years of the Company's existence, commencing on the date of the Company's formation (the **"Working Capital Contribution"**). The first $150,000 of Working Capital Contribution, which shall be deemed to be part of the $2,000,000 Working Capital Contribution made by NBGV, shall be paid to Hydro Dynamics, Inc. (**"HD"**) as payment owed by EcoX to HD pursuant to a certain license agreement between EcoX and HD;

EcoXtraction LLC Capital Contribution: Upon the formation of the Company, EcoX shall contribute the following to the Company:

· EcoX's intellectual property rights, including standard operating procedures, trade-secrets and know-how related to the Technology as specified in the Assignment and License Agreement dated February 14, 2019 valued at $_ .

ASSIGNMENT AND LICENSE AGREEMENT

This ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement") is made and entered into on this 14 day of February 2019 ("Effective Date") by and between **Ecoxtraction, LLC**, a Louisiana Limited Liability Company ("ECO") and **CleanWave Labs, LLC**, a Delaware limited liability company ("CWL").

RECITALS

WHEREAS, ECO owns certain intellectual property relating to cannabis extraction technology, and ECO licenses from Hydro Dynamics, Inc. ("Hydro"), certain additional intellectual property relating to cannabis extraction technology;

WHEREAS, CWL is being established as a joint venture between ECO and NewBridge Global Ventures, Inc. ("NB") in order to further develop the extraction technology and commercialize cannabis oil products produced by the extraction technology;

WHEREAS ECO and NB are entering into an Asset Purchase Agreement ("APA");

WHEREAS ECO wishes to grant CWL certain assignments and exclusive licenses to the extraction technology; and

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the Parties, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1 Definitions

(a) "Contribution Level" means Two Million ($2,000,000.00) dollars of cash contribution made by NB to CWL after the Effective Date.

(b) "HD License" means the March 26, 2018 license agreement between ECO and Hydro Dynamics, Inc., which is attached as Schedule A to this Agreement.

(c) "HD IP" means the intellectual property rights of Hydro Dynamics, Inc. granted to ECO under the HD License.

(d) "Improved IP" means the intellectual property for improvements to the Owned Patent, the HD IP, or Know-How, conceived or developed by CWL during the Term of this Agreement, whether or not such improvements are patented, and whether or not such improvements are solely or jointly owned.

(e) "Know-how" means ECO's proprietary information and/or trade secrets relating to the technology described in the Owned Patents, including ECO's Clean Energy Wave (CEW) technology, existing as of the Effective Date.

(f) "Licensed Patents" means: (i) U.S. Patent No. 8,430,968, entitled, Method Of Extracting Starches And Sugar From Biological Material Using Controlled Cavitation; (ii) U.S.

Application Serial No: US 15/085,616, entitled Aging Of Alcoholic Beverages Using Controlled Mechanically Induced Cavitation, including the corresponding PCT Application Serial No. PCT/US16/025583 and corresponding applications in the EPO, Mexico, Canada, and South Africa; and (iii) granted patents Canada 2409132, Germany 1289683, France 1289638, GB United Kingdom 1289638, Italy 1289638, and South Africa 2002/9328, all entitled Highly Efficient Method of Mixing Dissimilar Fluids using Mechanically Induced Cavitation; all of the above together with any patent that issues based in any part upon the foregoing patent(s) or patent application(s), any additional foreign applications and foreign patents corresponding thereto, including patents to be obtained by any non-provisional, continuation, continuation-in-part, division, renewal, substitute, re-issue or re-examination application, and extensions thereof.

(g) "NB Water Extraction License" means the perpetual, nonexclusive license ECO granted to NB in conjunction with the joint venture and the APA.

(h) "Owned Patent" mean U.S. Application Serial No. 15/240,450, entitled, "Method And Apparatus For Extracting THC And Other Compounds From Cannabis Using Controlled Cavitation", together with any patent that issues based in any part upon the foregoing patent(s) or patent application(s), any foreign applications and foreign patents corresponding thereto, including patents to be obtained by any non-provisional, continuation, continuation-in-part, division, renewal, substitute, re-issue or re- examination application, and extensions thereof.

(i) "Party" means either ECO or CWL, with "Parties" both.

(j) "Term" means the period beginning on the "Effective Date" and concluding on the last to expire of any of the "Licensed Patents", or a finding that all claims of the Licensed Patents are invalid or unenforceable, unless terminated sooner in accordance with this Agreement.

(k) "Territory" means the entire world.

2 Assignment

(a) Subject to the terms and conditions of this Agreement, including the re-assignment rights of Section 2(b), ECO hereby assigns, sells, and transfers to CWL all of ECO's right, title, and interest, together with ECO's license obligations to Hydro, in the Owned Patent and Know-how; provided this assignment is subject to the rights granted by ECO to NB under the NB Water Extraction License.

(b) Should NB fail to meet the Contribution Level by the second anniversary of the Effective Date, then ownership of the Owned Patent and Know-how shall immediately revert back to ECO, and CWL shall promptly execute all documents reasonably necessary to re- assign the Owned Patent and Know-how back to ECO, free and clear of all liens, claims,

licenses, pledges, or other encumbrances except (i) those created by ECO, and (ii) the NB Water Extraction License.

3 License Grant

(a) Subject to all the terms and conditions of this Agreement, ECO hereby grants to CWL a paid-up, exclusive sublicense to the HD IP, within the Territory, during the Term, in order make, have made, use, sell, offer to sell products and/or processes which otherwise would infringe the HD IP; provided this license is subject to the rights granted by ECO to NB under the NB Water Extraction License.

(b) The license of Section 3(a) includes the right of CWL to sublicense any rights granted herein, provided such sublicenses are subject and subordinate to the terms and conditions of this Agreement.

4 Consideration

ECO conveys the assignment, license and other rights granted herein in consideration of NB's obligation to meet the Contribution Level and the membership interest ECO is receiving in CWL.

5 Ownership of Improved IP.

The ownership of Improved IP shall be maintained in the entity or person possessing ownership of the Owned Patent. The Parties agree to execute documents updating such ownership of the Improved IP should the Owned Patent be re-assigned per Section 2 (b).

6 Maintenance and Prosecution of Patents and Applications

Each Party shall be responsible for maintaining the patents and prosecuting the patent applications which it owns.

7 Patent Enforcement

(a) Each Party shall promptly report in writing to the other Party any infringement or suspected infringement by a third party of the Owned Patent, the HD IP, the Know-how, or the Improved IP (collectively, the "Agreement Intellectual Property"), and, upon request shall provide the other Party with all available evidence in its possession supporting said infringement, suspected infringement or unauthorized use or misappropriation.

(b) The Party owning the Agreement Intellectual Property being infringed ("lead Party") shall have the initial right to initiate an infringement suit or other appropriate action against any third party who at any time has infringed or is suspected of infringing any Agreement Intellectual Property. The lead Party shall give the other Party ("secondary Party") sufficient advance written notice of its intent to initiate such action and the reasons therefore, and shall provide the secondary Party with an opportunity to make

suggestions and comments regarding such action. The lead Party shall keep the secondary Party informed of the status of any such action. The lead Party shall have the sole and exclusive right to select counsel for and shall pay all expenses of such action. The secondary Party shall offer reasonable assistance to the lead Party in connection therewith, including becoming a party to the suit if necessary to maintain standing, at no charge to the lead Party except for reimbursement of reasonable out-of-pocket expenses. Any damages, profits or awards of whatever nature recovered from such action shall (i) first be used to reimburse the lead Party for its litigation expenses (including attorney fees), (ii) second be used to reimburse the secondary Party for its litigation expenses (including attorney fees), and third, any remainder shall be divided between the Parties in proportion to their financial contribution to the litigation.

(c) In the event that the lead Party does not (a) secure cessation of the infringement, or (b) enter suit against the infringer within six (6) months of notice under Section 9(a) hereof, the secondary Party shall have the right to initiate an infringement suit or other appropriate action against the third party who has infringed or is suspected of infringing the Agreement Intellectual Property. The secondary Party shall give the lead Party sufficient advance written notice of its intent to initiate such action and shall provide the lead Party with an opportunity to make suggestions and comments regarding such action. The secondary shall keep the lead Party informed of the status of any such action. The secondary party shall have the sole and exclusive right to select counsel for and shall pay all expenses of such action. The lead Party shall offer reasonable assistance to the secondary Party in connection therewith, including becoming a party to the suit if necessary to maintain standing, at no charge to the secondary Party except for reimbursement of reasonable out-of-pocket expenses. The secondary Party may settle any such action in its sole discretion. Any damages, profits or awards of whatever nature recovered from such action shall (i) first be used to reimburse the secondary Party for its litigation expenses (including attorney fees), (ii) second be used to reimburse the lead Party for its litigation expenses (including attorney fees), and third, any remainder shall be divided between the Parties in proportion to their financial contribution to the litigation.

8 Termination.

(a) This Agreement may be terminated by one of the Parties (hereinafter "Aggrieved Party") in the event the other Party (hereinafter "Defaulting Party") is in default of its obligations under this Agreement, and if after notice as provided for in this Agreement, the Defaulting Party has failed to cure the breach within thirty (30) days of receipt of notice of the breach. Upon learning of a breach of this Agreement, the Aggrieved Party shall notify the Defaulting Party in accordance with Section 9 that it is in breach of this Agreement, and in said notice shall provide sufficient detail so that the Defaulting Party is aware of the nature of the default.

(b) This Agreement and all of CWL's rights herein, shall terminate immediately in the event NB fails to meet its Contribution Level by the second anniversary of the Effective Date.

(c) Termination of this Agreement shall not result in termination of the NB Water Extraction License under the APA, which shall continue in force under that agreement's own terms.

9 Notices

All notices or other communications under this Agreement shall be in writing and shall be deemed received either (i) the day of transmission if delivered by facsimile with confirmation receipt or by email, provided that an original or copy of the notice is deposited the same day with the postal service, first class postage prepaid, or (ii) upon receipt if delivery by reputable overnight courier, if addressed as follows:

To CWL:

ClearWave Labs, LLC 2545
Santa Clara Avenue Alameda,
California 94501
801-362-2115
bob@newbridgegv.com

To ECO:

ECOXTRACTION, LLC
112 Oil Center Drive
Lafayette, LA 70507
Phone:
Fax:
Email:

Either party may change its address for notice by giving written notice to the other party of such change in accordance with this Section 9.

10 Independent Contractors.

The parties to this Agreement shall be independent contractors with respect to each other, and nothing in this Agreement shall create or constitute a joint venture, partnership, agency or any similar relationship between the parties.

11 Governing Law; Jurisdiction; Venue

This Agreement shall be interpreted, administered, and enforced in all respects under the laws of the State of Delaware, without regard to its conflict of laws rules, and to the extent applicable, the patent laws of the United States of America. Each Party to this Agreement hereby (i) consents to submit himself, herself or itself to the personal jurisdiction of the state or U.S. federal courts located in Delaware, (ii) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement will be litigated in such courts and (iii) irrevocably agrees that he, she or it will not institute any Proceeding relating to this Agreement or any of the transactions contemplated hereby in any court other than such courts. Each party to this Agreement accepts for himself, herself or itself and in connection with his, her or its properties, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any

defense of lack of personal jurisdiction or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

12 Attorney Fees

In the event that either Party institutes any type of legal action for any dispute, breach or default of any of the provisions of this Agreement or for injunctive relief, then the prevailing Party in such legal action shall be entitled to recover reasonable attorney's fees and court costs.

13 Injunctive Relief

Each Party acknowledges that if it breaches a material obligation under this Agreement, the other Party shall suffer irreparable harm and have no adequate remedy in arbitration or at law and may seek such equitable relief, including but not limited to preliminary and permanent injunctive relief, without out the posting of bond or other surety. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedy available at law or in equity for such breach or violation or threatened breach or violation of this Agreement. In particular, the obligations of this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction.

14 Binding Agreement

The rights and obligations of the parties to this Agreement shall be binding upon and enforceable by their respective heirs, successors and permitted assigns.

15 Waiver or Modification

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement shall constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision. No modification, amendment, extension, renewal, rescission, termination or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon either party unless in writing and signed by both parties.

16 Severability

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective solely to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17 Construction

Titles or captions of sections contained in this Agreement have been inserted only as a matter of convenience and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Agreement or the intent of any provisions hereof. Reference to any person or item in this Agreement in the singular shall apply in the plural, and any reference to any persons or items in this Agreement in the plural shall apply in the singular.

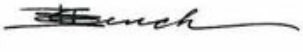
18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

----------SIGNATURE PAGE FOLLOWS----------

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

CLEANWAVE LABS, LLC

By: 

Name: Robert Bench

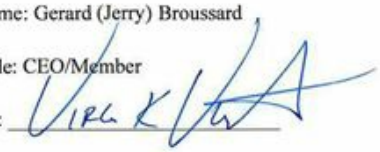
Title: Chief Financial Officer

ECOXTRACTION, LLC

By: 

Name: Gerard (Jerry) Broussard

Title: CEO/Member

By: 

Name: Virgil K. Vincent

Title: Chairman/Member

SCHEDULE A
(Hydro Dynamics License)

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (the "**Agreement**"), dated as of February 14, 2019 (the "**Execution Date**"), is entered into by and between NewBridge Global Ventures, Inc., a Delaware corporation with its principal executive office at 2545 Santa Clara Avenue, Alameda California 94501 (the "**Company**"), and EcoXtraction LLC, a Louisiana limited liability company, with offices at 112 Oil Center Drive, Lafayette, LA 70503 (the **"Investor"**).

RECITALS:

WHEREAS, pursuant to the Asset Purchase Agreement, dated February, 14, 2019 entered into by and between the Company and the Investor of this even date (the "**Purchase Agreement**"), the Company has agreed to issue Investor 2,350,000 shares of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"); and

WHEREAS, as an inducement to the Investors to execute and deliver the Asset Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**1933 Act**"), and applicable state securities laws, with respect to the shares of Common Stock issuable pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants contained hereinafter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

SECTION 1
DEFINITIONS

Section 1.01 As used in this Agreement, the following terms shall have the following meanings:

"**1933 Act**" shall have the meaning set forth in the recitals. "**1933 Act**" shall have the meaning set forth in in Section 6.01.
"**Additional Registration Statement**" shall have the meaning set forth in Section 2.03.
"**Agreement**" shall have the meaning set forth in the preamble.
"**Claims**" shall have the meaning set forth in in Section 6.01. "**Common Stock**" shall have the meaning set forth in the recitals. "**Company**" shall have the meaning set forth in the preamble. "**Execution Date**" shall have the meaning set forth in the preamble.
"**Indemnified Damages**" shall have the meaning set forth in in Section 6.01.
"**Indemnified Party**" shall have the meaning set forth in in Section 6.02.
"**Indemnified Person**" shall have the meaning set forth in in Section 6.01.

"**Investor**" shall have the meaning set forth in the preamble.

"**New Registration Statement**" shall have the meaning set forth in Section 2.03.

"**Person**" means a corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

"**Principal Market**" means the OTC Markets, or, if the OTC Markets is not the principal trading market for the Common Stock, then the principal national securities exchange or securities market on which the Common Stock is traded.

"**Purchase Agreement**" shall have the meaning set forth in the recitals.

"**Register**," "**Registered**," and "**Registration**" refer to the Registration effected by preparing and filing one (1) or more Registration Statements in compliance with the 1933 Act and pursuant to Rule 415 under the 1933 Act or any successor rule providing for offering securities on a continuous basis ("Rule 415"), and the declaration or ordering of effectiveness of such Registration Statement(s) by the United States Securities and Exchange Commission (the "SEC").

"**Registrable Securities**" means (i) the shares of Common Stock issued as set forth in the Recitals that were acquired pursuant to the Purchase Agreement, and (ii) any shares of capital stock issued or issuable with respect to such shares of Common Stock, if any, as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, which have not been (x) included in the Registration Statement that has been declared effective by the SEC, or (y) sold under circumstances meeting all of the applicable conditions of Rule 144 (or any similar provision then in force) under the 1933 Act.

"**Registration Default**" shall have the meaning set forth in Section 3.05.

"**Registration Statement**" means the registration statement of the Company filed under the 1933 Act covering the Registrable Securities, including any amendments or supplements thereto and prospectuses contained therein.

"**Registered Offering Transaction Documents**" shall mean this Agreement and the Lock-up Agreement between the Company and the Investor as of the date hereof.

"**Rule**" shall have the meaning set forth in in Section 8.01.
"**Staff**" shall have the meaning set forth in Section 2.03.
"**Violations**" shall have the meaning set forth in in Section 6.01.

Section 1.02 All capitalized terms used in this Agreement and not otherwise defined herein shall have the same meaning ascribed to them as in the Purchase Agreement.

SECTION 2
REGISTRATION

Section 2.01 The Company shall, within ninety (90) days following the Investor's written request, prepare and file with the SEC a Registration Statement or Registration Statements (as is necessary) on Form S-1 (or, if such form is unavailable for such a registration, on such other form as is available for such registration), covering the registration and resale of all of the Registrable Securities.

Section 2.02 The Company shall use all commercially reasonable efforts to have the Registration Statement(s) declared effective by the SEC as soon as possible after the Company has filed the registration statement.

Section 2.03 Notwithstanding the registration obligations set forth in this Section 2, if the staff of the SEC (the "**Staff**") or the SEC informs the Company that all of the unregistered Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single Registration Statement, the Company agrees to promptly (a) inform each of the holders thereof and file amendments to the Registration Statement as required by the SEC and/or (b) withdraw the Registration Statement and file a new registration statement (the "**New Registration Statement**"), in either case covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-1 to register for resale the Registrable Securities as a secondary offering. If the Company amends the Registration Statement or files a New Registration Statement, as the case may be, under clauses (a) or (b) above, the Company will file with the SEC, as promptly as allowed by the Staff or SEC, one or more registration statements on Form S-1 to register for resale those Registrable Securities that were not registered for resale on the Registration Statement, as amended, or the New Registration Statement (each, an "**Additional Registration Statement**").

SECTION 3
RELATED OBLIGATIONS

At such time as the Company is obligated to prepare and file the Registration Statement with the SEC pursuant to Section 2, the Company will affect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, with respect thereto, the Company shall have the following obligations:

Section 3.01 The Company shall use all commercially reasonable efforts to cause such Registration Statement relating to the Registrable Securities to become effective and shall keep such Registration Statement effective until the Investor shall have sold all the Registrable Securities (the "Registration Period"). The Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. The Company shall use all commercially reasonable efforts to respond to all SEC comments within ten (10) business days from receipt of such comments by the Company. The Company shall use all commercially reasonable efforts to cause the Registration Statement relating to the Registrable Securities to become effective no later than three (3) business days after notice from the SEC that the Registration Statement may be declared effective.

Section 3.02 The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to the Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the 1933 Act, as may be necessary to keep such Registration Statement effective during the Registration Period, and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the Investor thereof as set forth in such Registration Statement.

Section 3.03 The Company shall make available to the Investor whose Registrable Securities are included in any Registration Statement and its legal counsel without charge (a) promptly after the same is prepared and filed with the SEC at least one (1) copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits, the prospectus included in such Registration Statement (including each

preliminary prospectus) and, with regards to such Registration Statement(s), any correspondence by or on behalf of the Company to the SEC or the staff of the SEC and any correspondence from the SEC or the staff of the SEC to the Company or its representatives; (b) upon the effectiveness of any Registration Statement, the Company shall make available copies of the prospectus, via EDGAR, included in such Registration Statement and all amendments and supplements thereto; and (c) such other documents, including copies of any preliminary or final prospectus, as the Investor may reasonably request from time to time to facilitate the disposition of the Registrable Securities.

Section 3.04 The Company shall use all commercially reasonable efforts to (a) register and qualify the Registrable Securities covered by the Registration Statement under such other securities or "blue sky" laws of such states in the United States as the Investor reasonably requests; (b) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period; (c) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (d) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3.04, or (ii) subject itself to general taxation in any such jurisdiction. The Company shall promptly notify the Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

Section 3.05 As promptly as practicable after becoming aware of such event, the Company shall notify Investor in writing of the happening of any event as a result of which the prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading ("**Registration Default**") and use all diligent efforts to promptly prepare a supplement or amendment to such Registration Statement and take any other necessary steps to cure the Registration Default (which, if such Registration Statement is on Form S-3, may consist of a document to be filed by the Company with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act (as defined below) and to be incorporated by reference in the prospectus) to correct such untrue statement or omission, and make available copies of such supplement or amendment to the Investor. The Company shall also promptly notify the Investor (a) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when the Registration Statement or any post-effective amendment has become effective (the Company will prepare notification of such effectiveness which shall be delivered to the Investor on the same day of such effectiveness and by overnight mail), additionally, the Company will promptly provide to the Investor, a copy of the effectiveness order prepared by the SEC once it is received by the Company; (b) of any request by the SEC for amendments or supplements to the Registration Statement or related prospectus or related information, (c) of the Company's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate, (d) in the event the Registration Statement is no longer effective, or (e) if the Registration Statement is stale as a result of the Company's failure to timely file its financials or otherwise

Section 3.06 The Company shall use all commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of the Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Investor holding Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding concerning the effectiveness of the registration statement.

Section 3.07 The Company shall make available to investor as far in advance as reasonably practicable before filing the Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed, and provide Investor the opportunity to reasonably object to any information pertaining to such Investor and its plan of distribution that is contained therein and make the corrections reasonably requested by Investor with respect to such information prior to filing the Registration Statement or supplement or amendment thereto.

Section 3.08 The Company shall hold in confidence and not make any disclosure of information concerning the Investor unless (a) disclosure of such information is necessary to comply with federal or state securities laws, (b) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, or (c) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction. The Company agrees that it shall, upon learning that disclosure of such information concerning the Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to the Investor and allow the Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order covering such information.

Section 3.09 The Company shall use all commercially reasonable efforts to maintain designation and quotation of all the Registrable Securities covered by any Registration Statement on the Principal Market. If, despite the Company's commercially reasonable efforts, the Company is unsuccessful in satisfying the preceding sentence, it shall use commercially reasonable efforts to cause all the Registrable Securities covered by any Registration Statement to be listed on each other national securities exchange and automated quotation system, if any, on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange or system. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3.09.

Section 3.10 The Company shall cooperate with the Investor to facilitate the prompt preparation and delivery the Registrable Securities to be offered pursuant to the Registration Statement and enable such Registrable Securities to be in such denominations or amounts, as the case may be, as the Investor may reasonably request.

Section 3.11 The Company shall provide a transfer agent for all the Registrable Securities not later than the effective date of the first Registration Statement filed pursuant hereto.

Section 3.12 If requested by the Investor, the Company shall (a) as soon as reasonably practical incorporate in a prospectus supplement or post-effective amendment such information as the Investor reasonably determines should be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the offering of the Registrable Securities to be sold in such offering; (b) make all required filings of such prospectus supplement or post-effective amendment as soon as reasonably possible after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (c) supplement or make amendments to any Registration Statement if reasonably requested by the Investor.

Section 3.13 The Company shall use all commercially reasonable efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to facilitate the disposition of such Registrable Securities.

Section 3.14 The Company shall otherwise use all commercially reasonable efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

Section 3.15 Within five (5) business day after the Registration Statement which includes Registrable Securities is declared effective by the SEC, the Company shall deliver to the transfer agent for such Registrable Securities, with copies to the Investor, confirmation that such Registration Statement has been declared effective by the SEC.

Section 3.16 The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by the Investor of Registrable Securities pursuant to the Registration Statement.

SECTION 4
OBLIGATIONS OF THE INVESTOR

Section 4.01 At least ten (10) business days prior to the first anticipated filing date of any Registration Statement, the Company shall notify the Investor in writing of the information the Company reasonably requires from the Investor for the Registration Statement. Investor shall provide such information to the Company at least five (5) business days prior to the first anticipated filing date of such Registration Statement if Investor elects to have any of the Registrable Securities included in such Registration Statement, and the Investor shall execute such documents in connection with such registration as the Company may reasonably request. The Investor covenants and agrees that, in connection with any sale of Registrable Securities by it pursuant to the Registration Statement, it shall comply with the "Plan of Distribution" section of the then current prospectus relating to such Registration Statement.

Section 4.02 The Investor, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless the Investor has notified the Company in writing of an election to exclude all of the Investor's Registrable Securities from such Registration Statement.

Section 4.03 The Investor agrees that, upon receipt of written notice from the Company of the happening of any event of the kind described in Section 3.06 or the first sentence of Section 3.05, the Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3.06 or the first sentence of Section 3.05.

SECTION 5 EXPENSES
OF REGISTRATION

All legal expenses, other than underwriting discounts and commissions and other than as set forth in the Purchase Agreement, incurred in connection with registrations including comments, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, and printing fees shall be paid by the Company. Notwithstanding the foregoing, the Investor shall bear its own legal expenses in connection with this Agreement and the review of any Registration Statement or amendment thereto.

SECTION 6
INDEMNIFICATION

In the event any Registrable Securities are included in the Registration Statement under this Agreement:

Section 6.01 To the fullest extent permitted by law, the Company, under this Agreement, will, and hereby does, indemnify, hold harmless and defend the Investor who holds Registrable Securities, the directors, officers, members, partners, employees, counsel, agents, representatives of, and each Person, if any, who controls, any Investor within the meaning of the 1933 Act or the Securities Exchange Act of

1934, as amended (the "**1934 Act**") (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "**Claims**"), incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in the Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which the Investor has requested in writing that the Company register or qualify the Shares, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which the statements therein were made, not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, or (iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to the Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, "**Violations**"). Subject to the restrictions set forth in Section 6.03, the Company shall reimburse the Investor and each such controlling person, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6.01 shall not apply to a Claim arising out of or based upon a Violation (i) which is due to the inclusion in the Registration Statement of the information furnished in writing to the Company by any Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto; or (ii) to the extent such Claim is based on (1) a failure of the Investor to deliver or to cause to be delivered the prospectus made available by the Company, (2) the Indemnified Person's use of an incorrect prospectus despite being promptly advised in advance by the Company in writing not to use such incorrect prospectus, or (3) the manner of sale of the Registrable Securities by the Investor or of the Investor's failure to register as a dealer under applicable securities laws. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the resale of the Registrable Securities by the Investor pursuant to the Registration Statement.

Section 6.02 In connection with any Registration Statement in which Investor is participating, the Investor agrees to indemnify, hold harmless and defend, to the extent permitted by law, the Company, each of its directors, each of its officers who signs the Registration Statement, each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act and the Company's agents (collectively and together with an Indemnified Person, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation is due to the inclusion in the Registration Statement of the written information furnished to the Company by the Investor expressly for use in connection with such Registration Statement; and, subject to Section 6.03, the Investor will reimburse any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Claim; *provided, however*, the Investor shall only be liable under this Section 6.02 for that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified

Party and shall survive the resale of the Registrable Securities by the Investor pursuant to the Registration Statement. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6.02 with respect to any preliminary prospectus shall not inure to the benefit of any Indemnified Party if the untrue statement or omission of material fact contained in the preliminary prospectus was corrected on a timely basis in the prospectus, as then amended or supplemented.

Section 6.03 Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the Indemnified Person or Indemnified Party, the representation by counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The indemnifying party shall pay for only one (1) separate legal counsel for the Indemnified Persons or the Indemnified Parties, as applicable, and such counsel shall be selected by the Investor, if the Investor is entitled to indemnification hereunder, or the Company, if the Company is entitled to indemnification hereunder, as applicable. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding affected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

Section 6.04 The indemnity agreements contained herein shall be in addition to (a) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (b) any liabilities the indemnifying party may be subject to pursuant to the law.

SECTION 7
CONTRIBUTION

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that:
(i) no contribution shall be made under circumstances where the maker would not have been liable for

indemnification under the fault standards set forth in Section 6; (ii) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (iii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities.

SECTION 8
REPORTS UNDER THE 1934 ACT

Section 8.01 With a view to making available to the Investor the benefits of Rule 144 promulgated under the 1933 Act or any other similar rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration ("**Rule 144**"), provided that the Investor holds any Registrable Securities are eligible for resale under Rule 144, the Company agrees to:

(a) make and keep adequate current public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144;

(c) furnish to the Investor, promptly upon request, (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144, the 1933 Act and the 1934 Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investor to sell such securities pursuant to Rule 144 without registration; and

(d) furnish at the Company's expense legal opinions or instruction letters regarding the removal of restrictive legends in connection with a sale under Rule 144; and

(e) cooperate with the Investor to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; provided, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System.

SECTION 9
MISCELLANEOUS

Section 9.01 NOTICES. Any notices or other communications required or permitted to be given under the terms of this Agreement that must be in writing will be deemed to have been delivered (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided a confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

With a copy to:

NewBridge Global Ventures, Inc. Attn: Bob Bench
2545 Santa Clara Avenue, Alameda California 94501
801-362-2115
bob@newbridgegv.com

Sichenzia Ross Ference Attn: Marc Ross
1185 Avenue of the Americas, 37th Floor New York, New York 10036
mross@srfkllp.com

If to the Investor:

With a copy to:

EcoExtraction LLC Attn: Virgil Vincent 112 Oil Center Drive
Lafayette, Louisiana 70503
337-522-0373
vvincent@ecoxtraction.com

Jones Walker LLP Attn: Britton Seal
201 St. Charles Avenue
New Orleans, Louisiana 70170 504-582-8000
bseal@joneswalker.com

Each party shall provide five (5) business days prior notice to the other party of any change in address, phone number or facsimile number.

Section 9.02 NO WAIVERS. Failure of any party to exercise any right or remedy under this Agreement or otherwise or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

Section 9.03 NO ASSIGNMENTS. The rights to cause the Company to register Registrable Securities granted to the Investor by the Company hereunder may be transferred or assigned by Investor to one or more transferees or assignees of Registrable Securities; *provided*, *however*, that the Company is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, and each such transferee or assignee assumes in writing responsibility for its portion of the obligations of Investor under this Agreement.

Section 9.04 ENTIRE AGREEMENT/AMENDMENT. This Agreement and the Registered Offering Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement and the Registered Offering Transaction Documents supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof. The provisions of this Agreement may be amended only with the written consent of the Company and Investor.

Section 9.05 HEADINGS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Whenever required by the context of this Agreement, the singular shall include the plural and masculine shall include the feminine. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all the parties had prepared the same.

Section 9.06 COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile transmission, PDF, electronic signature or other similar electronic means with the same force and effect as if such signature page were an original thereof.

Section 9.07 FURTHER ASSURANCES. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 9.08 SEVERABILITY. In case any provision of this Agreement is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Section 9.09 SPECIFIC PERFORMANCE. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

Section 9.10 LAW GOVERNING THIS AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the federal courts located in Delaware. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. **The parties executing this Agreement and other agreements referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the in personam jurisdiction of such courts and hereby irrevocably waive trial by jury.** The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Registered Offering Transaction Documents by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service

shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

Section 9.11 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person, except that the Company acknowledges that the rights of the Investor may be enforced by its general partner.

[Signature page follows]

Your signature on this Signature Page evidences your agreement to be bound by the terms and conditions of the Registration Rights Agreement as of the date first written above. The undersigned signatory hereby certifies that he has read and understands the Registration Rights Agreement, and the representations made by the undersigned in this Registration Rights Agreement are true and accurate, and agrees to be bound by its terms.

EcoXtraction LLC

By: _____
Name: Gerard (Jerry) Broussard
Title: Chief Executive Officer

By: _____
Name: Virgil Vincent
Title: Chairman

NEWBRIDGE GLOBAL VENTURES, INC.

By: _____
Name: Robert Bench
Title: Chief Financial Officer

[SIGNATURE PAGE OF REGISTRATION RIGHTS AGREEMENT]

NewBridge Global Ventures Acquires Licensing Rights
To Hydro Dynamics Patented Cavitation Extraction Technology

Forms Joint Venture Partnership with EcoXtraction, LLC

Alameda, CA, February 21, 2019 – NewBridge Global Ventures, Inc. ("NewBridge" or the "Company"), (OTCQB: NBGV), a company focused on the emerging and dynamic legal and regulated cannabis industry, today announced a joint venture partnership with EcoXtraction LLC that gives NewBridge rights to Hydro Dynamics patented cavitation extraction technology for the cannabis industry.

The joint venture with EcoXtraction LLC, named CleanWave Labs LLC, includes an exclusive licensing agreement as well as Intellectual Property, patents, and extracting equipment which utilize "controlled cavitation" for extraction in the cannabis industry.

NewBridge's Chief Technology Officer Dr. John Mackay commented, "The Controlled Cavitation Extraction Process has many advantages over the other extraction technologies currently being used in the hemp industry, as well as at a number of cannabis facilities. The key advantage is the ability to process fresh or fresh frozen biomass, thereby eliminating the need to dry the biomass before processing, saving substantial time and the risk associated with the drying and curing cycle. The second major advantage is the ability to extract without the use of solvents or toxins, using only water at low pressure and temperatures, thus preserving the plants' cannabinoids, and the separated or extracted oil mirroring the compounds found in the original plant. In addition, the continuous processing of controlled cavitation, versus batch processing, also contributes to a significant reduction in extraction time and avoids the use of hydrocarbons such as hexane and butane and polar liquid solvents like ethanol."

The Hydro Dynamics patented methodology represents a paradigm shift for fluid processing and is truly a next-generation industrial technology that improves efficiencies, requires lower capital expenditures, cuts maintenance costs and reduces the environmental impact.

Dr. MacKay, a well-known scientific expert on extraction, has been applying his extensive scientific skills and experience in the cannabis field to build the Company to a leadership position in extraction.

"We're excited to bring Hydro Dynamics technology to NewBridge Global Ventures and the cannabis industry," added Dr. MacKay. "The benefits of Hydro Dynamics technology are truly disruptive and will, we believe, afford NewBridge a competitive advantage through our licensing agreement. The technology has the potential to change the standard process used for extraction throughout the industrial hemp and cannabis industry. We look forward to reporting on the results produced from the Extractors we are installing across NewBridge's operations over the next months."

About Hydro Dynamics

Hydro Dynamics, Inc., founded in 1991 and located in Rome, Georgia, is the developer and manufacturer of the cavitation-based ShockWave Xtractor™ Technology. The ShockWave Xtractor™ equipment uses the physical phenomenon of cavitation, normally known as a destructive force, and harnesses it to solve critical industrial mixing, extraction and heating problems. The technology can now be found on four continents in applications ranging from biodiesel production to hops extraction for beer. Learn more at: www.hydrodynamics.com

About NewBridge Global Ventures

NewBridge Global Ventures, Inc. (OTCQB: NBGV) is a US public company acquiring and currently operating a vertically integrated portfolio of California cannabis and hemp companies. Our vertical structure includes genetics, cloning, cultivation, manufacturing, and distribution. We believe by focusing on compliance, industry best practices, standardization, and corporate governance, NewBridge Global Ventures, Inc. will be squarely positioned for rapid sales growth in the legal California cannabis and industrial hemp Industry. For more information go to: www.newbridgegv.com

Forward-Looking Statements

Statements about the expected timing, and all other statements in this press release, other than historical facts, constitute forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements. Forward-looking statements speak only as of the date hereof and are based on current expectation and involve a number of assumptions, risks and uncertainties that could cause actual results to differ materially from those projected. A number of the matters discussed herein that are not historical or current facts deal with potential future circumstances and developments that may or may not materialize. This press release speaks only as of its date, and except as required by law, we disclaim any duty to update.

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