

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (this “Agreement”) is entered on this 6th day of July, 2015, by and between **Sun Bulb Company, Inc.**, a Florida corporation with its principal place of business at 1615 Hwy. 17 South, Arcadia, FL 34266 (hereinafter “Sun Bulb”), and Florida **FCBD, LLC**, a Florida limited liability company with its principal place of business at 300 5th Ave. South, Suite 221, Naples, FL 34102 (hereinafter “FCBD”).

WHEREAS, Sun Bulb is a large-scale commercial nursery that has been a registered nursery in Florida for more than 30 continuous years and maintains more than 400,000 plants under cultivation in that state;

WHEREAS, FCBD has assembled the financial resources and a team of experienced growers, processors, clinical laboratory testing experts, medical directors, patient care representatives, brand marketing specialists, and legal and government affairs support to provide turn-key medical cannabis cultivation, processing, and distribution services in compliance with current and future laws;

WHEREAS, the Florida Compassionate Medical Cannabis Act of 2014 (the “Act”) provides for the cultivation, processing, and dispensation of certain medical cannabis products within the State of Florida by duly licensed Dispensing Organizations and their contractual agents;

WHEREAS, together, FCBD and Sun Bulb possess the necessary qualifications, financial assets, technical expertise, and statewide business and policy acumen to cultivate, market and dispense medical cannabis and ensure compliance with all of the requirements and standards of the Act and the rules of the Florida Department of Health (“DOH”) and Department of Agriculture (“DOA”) proposed and adopted in connection therewith (the “Rules”);

WHEREAS, the parties desire to bring their relevant assets together in a joint venture (the “Joint Venture”) that will produce and market high-quality, medicinal cannabis products to legally-qualified patients in the State of Florida, and desire to legally bind each other with respect to their mutual understandings and discussions to date regarding the development of the Joint Venture.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows, intending to be legally bound:

1. Joint Venture Becomes New Limited Liability Company.

a. The parties agree to form a new Florida limited liability company to be named Solcanna Scientific, LLC (or such other name as mutually agreed upon by the parties) (hereinafter “NewCo”) in which the percentage equity ownership shall be as follows: 65.00% - FCBD, 35.00% - Sun Bulb. The purpose of NewCo is (i) to apply for (and, to the extent legally permissible, to hold) a dispensing organization license pursuant to the Act and the Rule 64-4, Florida Administrative Code, and (ii) to cultivate, process, market, and dispense cannabis products to the greatest extent permitted by the Act or any future law or constitutional amendment of the State of Florida or the United States, including, without limitation, the business of the Joint Venture or NewCo (as defined in Section 10). All provisions of this Agreement shall be integrated into the Operating Agreement of NewCo (the “Operating Agreement”), to