

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of August ___, 2020 (the “Effective Date”) (this “Agreement”), among Natural Medicine, LLC (“Natural Medicine”) and the State of Nevada, Department of Taxation (“DOT”).

RECITALS

- A. Natural Medicine and the DOT (collectively the “Settling Parties” and individually, a “Settling Party”) are parties to a consolidated lawsuit pending in the District Court, Clark County, Nevada, as Case No. A-19-787004-B (the “Lawsuit”).
- B. Within the Lawsuit there are claims and counterclaims relating to the disputes at issue in the Lawsuit (the “Disputes”).
- C. The parties want to compromise and settle the Disputes in the Lawsuit by dismissing the claims in the Lawsuit by and between the Settling Parties, each Settling Party to bear its own costs and attorneys’ fees, and to exchange mutual releases as provided in this Agreement.

NOW THEREFORE the Settling Parties agree:

RELEASES AND DISMISSALS

1. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 of the July 28, 2020 Settlement Agreement signed by the DOT and other parties to the Lawsuit are met, the Settling Parties will execute mutual releases in the form attached hereto as Exhibit A. Non-settling parties are not intended to benefit from the mutual releases in this or any subsequent litigation.

ADDITIONAL TERMS RELATING TO LICENSES AND TRANSFERS

2. Natural Medicine agrees to pay \$100,000 towards the Paragraph 21 obligation of the July 28, 2020 Settlement Agreement signed by the DOT and other parties to the Lawsuit. Natural Medicine agrees to make its payments to LivFree in four equal quarterly installments over the year following execution of this Agreement.
3. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process Natural Medicine’s previously submitted transfer of ownership application with Medifarm, LLC.

REPRESENTATIONS AND WARRANTIES

4. In the event that the DOT is no longer responsible for performing any of the conditions and/or requirements in this Agreement, then the entity that is responsible for performing such duties (e.g., the CCB or any related entity) shall be subject to the conditions and requirements provided in this Agreement. The State of Nevada, DOT represents and warrants that it has authority to sign this Agreement and bind the CCB.

8/17/2020

5. Each of the Settling Parties hereto represent and warrant that they have had an adequate opportunity to seek and receive legal advice and counsel from an attorney of their choice regarding the content and effect of this Agreement, have actually received such counsel and advice as they deem prudent to receive in these circumstances, have read this Agreement in its entirety, understand all provisions of this Agreement and their import and effect, and enter into and execute this Agreement freely and voluntarily.

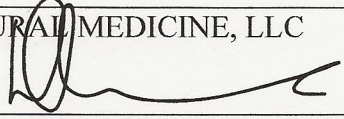
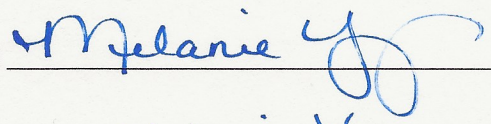
OTHER TERMS

6. Paragraphs 29-42 of the July 28, 2020 Settlement Agreement signed by the DOT and other parties to the Lawsuit are hereby incorporated in to this Agreement as though set forth herein and the Parties agree to be bound by those same provisions.

[Signatures on following pages]

8/17/2020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>NATURAL MEDICINE, LLC</p> <p>By:  _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>STATE OF NEVADA, DEPARTMENT OF TAXATION</p> <p>By:  _____</p> <p>Print Name: <u>Melanie Young</u></p> <p>Title: <u>Executive Director</u></p>
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