

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (the "Agreement"), is made as of September 7, 2017 and effective upon the filing of the Company's articles of incorporation with the State of Maine Division of Corporation, by and among Hempwerk, Inc., a Maine corporation (the "Company"), HempAmericana, Inc., a Delaware corporation ("HempAmericana"), James Black, a resident of the State of Maine ("Black"), and each of the persons or entities listed from time to time as Stockholders (as defined below) on Schedule 1 hereto and any other stockholder who from time to time becomes a party to this Agreement by execution of a Joinder Agreement in substantially the form attached hereto as Exhibit A (each an "Additional Stockholder").

WHEREAS, the HempAmericana, Black and the Stockholders desire to enter into this Agreement in order to grant certain rights to the HempAmericana, Black and the Stockholders, including without limitation, rights of repurchase, co-sale and participation with respect to the Common Stock, as more fully set forth herein; and

WHEREAS, it is the intention of HempAmericana, Black and the Stockholders that any future transferee of the Company's capital stock or other equity securities become parties to this Agreement as a condition to such transfer.

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

1. Certain Definitions.

As used in this Agreement, the following terms shall have the corresponding meanings (all terms defined in this Section 1 or in other provisions of this Agreement in the singular to have the same meanings when used in the plural, and vice versa):

"Commission" means the Securities and Exchange Commission, or any other Federal agency at the time administering the Securities Act (as hereinafter defined).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar Federal statute, and the rules and regulations of the Commission issued under such Act, as they each may, from time to time, be in effect.

"Permitted Transferee" as applied to any Stockholder that is an individual, means a descendant, parent, sibling or spouse of such Stockholder, the estate of such Stockholder (including the executor or administrator thereof), a trust or custodianship for the primary benefit of any of the above, or a partnership, limited liability company or corporation or other similar entity all of whose partners, members or stockholders, as the case may be, are any of the above, as applied to any Stockholder that is a partnership, limited liability company, corporation or other similar entity, means any party who is an affiliate (as defined in Rule 501 under the Securities Act) of such Stockholder and any partners, members of and entities under common investment management with such Stockholder, and as applied to any Stockholder that is a trust,

means any beneficiary, grantor or trustee of such Stockholder or any descendant, parent, sibling or spouse of any such person.

“Qualified Public Offering” means an initial underwritten public offering by the Company of its Common Stock pursuant to an effective registration statement under the Securities Act for an offering price resulting in net proceeds to the Company of at least Five Million Dollars (\$5,000,000.00) at a price per share of at least one Dollar (\$1.00).

“Sale Event” means any acquisition of the Company by another entity or entities by means of any transaction or series of related transactions, including, without limitation, any reorganization, liquidation, merger, consolidation or purchase (other than (A) a merger or consolidation solely to reincorporate the Company in a different jurisdiction, or (B) a merger or consolidation in which the stockholders of the Company immediately prior to such consolidation or merger shall own more than Fifty percent (50%) of the outstanding shares of capital stock or have sufficient voting power (by virtue of number of votes and/or special voting rights) to elect a majority of the members of the Board of Directors of the resulting or surviving company immediately after such consolidation or merger) (a “Merger Acquisition”), which results in (i) the exchange of Fifty percent (50%) or more of the outstanding shares of Common Stock of the Company for securities or other consideration issued or paid or caused to be issued or paid by any such entity or any affiliate thereof, (ii) the sale or transfer by the Company of all or substantially all its assets (an “Asset Sale”), or (iii) the sale or transfer by the Company’s stockholders of outstanding shares of Common Stock that have sufficient voting power (by virtue of number of votes and/or special voting rights) to elect a majority of the members of the Board of Directors, in a single transaction or series of related transactions, to a person, entity or “group” (as such term is used in Section 13(d) of the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) (a “Change of Control”).

“Securities Act” means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the Commission issued under such Act, as they each may, from time to time, be in effect.

“Shares” means any share of the capital stock of the Company.

“Stockholder” means any holder of Shares, whose names are set forth on Schedule 1, any transferee thereof who complies with the transfer restrictions set forth herein, any Additional Stockholder, and each of them.

2. Restrictions on Transfer.

(a) Each Stockholder agrees that he, she or it will not transfer, sell, pledge, mortgage, hypothecate or otherwise dispose of all or any portion of the Shares now owned or hereafter acquired by him, her or it, except as follows:

(i) transfers effected in compliance with Section 3 of this Agreement, in each case made strictly in accordance with the procedures set forth herein;

provided, that any Permitted Transferee to whom shares of Common Stock are transferred shall, as a condition to such transfer, deliver to the Company a written Joinder Agreement, in the form

attached hereto as Exhibit A by which such transferee agrees to be bound by all of the obligations imposed upon the Stockholder under this Agreement to the same extent as if such transferee were an original Stockholder hereunder. No purported transferee shall have any rights under this Agreement unless and until it has delivered a Joinder Agreement. As a condition precedent to any transfer of Shares to a Permitted Transferee, the transferring individual Stockholder shall retain the voting rights of the Common Stock transferred.

(b) Notwithstanding (i) anything to the contrary in this Agreement or (ii) a failure by any transferee of Common Stock to execute a Joinder Agreement as contemplated hereby, every transferee of Common Stock shall take any shares so transferred subject to all provisions of this Agreement as if such shares were still held by the transferor, whether or not they so agree with the transferor and/or the Company. Without limiting the foregoing, in connection with any transfer of shares of Common Stock that are subject to a stock restriction agreement between the Company and the transferor, the transferee of any such shares shall agree in writing to be bound by the terms of any such stock restriction agreement, including without limitation, any repurchase or similar right contained therein.

(c) Legended Certificates.

Each certificate representing shares of the Common Stock now held by, or hereafter issued by the Company to, a Stockholder shall be endorsed with the following legend:

THE SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN SHAREHOLDERS' AGREEMENT DATED _____, 2017. COPIES OF SUCH AGREEMENT MAY BE OBTAINED WITHOUT CHARGE UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

3. Additional Restrictions on Transfer.

(i) Except as permitted herein, no transfer of any Shares shall be made without the prior written consent of the other Shareholders, provided, however, HempAmericana shall be permitted to transfer its Shares without the consent of Black in the event that Black stops working for the Company in accordance with Section 6 below.

4. Optional: Preemptive Rights.

(a) Each Stockholder, so long as it shall own, of record or beneficially, any shares of Common Stock, shall have a right (the "Preemptive Right") to purchase its pro rata share of New Securities (as defined in Section 4(b) below), which the Company, from time to time, proposes to sell and issue. Each Stockholder's pro rata share, for purposes of this Preemptive Right, shall be the ratio of (i) the number of shares of shares of Common Stock owned by the Stockholder immediately prior to the issuance of the New Securities, to (ii) the total number of shares of Common Stock issued and outstanding immediately prior to the issuance of the New Securities.

(b) Definition of New Securities. "New Securities" shall mean (i) any capital stock of the Company whether or not currently authorized, and rights, options or warrants to purchase

capital stock, securities of any type whatsoever that are, or may become convertible into or exchangeable for capital stock, and (ii) so-called “high yield” bonds, debt instruments with equity like features or other similar debt instruments, which bear a rating lower than investment-grade or are unrated, issued by the Company; provided, however, that the term “New Securities” does not include (A) capital stock of the Company or a subsidiary thereof issued as a stock dividend to holders of capital stock or upon any subdivision or combination of shares of capital stock of Company; (B) securities of the Company issued upon the exercise of any options or warrants currently outstanding or issued in a transaction as to which the Preemptive Right had been offered to the Stockholders; (C) shares of Common Stock and options to acquire Common Stock (and shares of Common Stock underlying such options) issued to officers, directors, or employees of, or consultants to, the Company under any stock option or stock purchase plans or arrangements or other stock incentive plans or arrangements on terms approved by the Board of Directors of the Company; (D) securities issued pursuant to the acquisition of another business entity or business segment of any such entity by the Company by merger, purchase of substantially all of the units or other reorganization whereby the Company or its shareholders will own Fifty percent (50%) of the voting power of such business entity; or business segment of such entity; (E) shares of Common Stock or other securities of the Company issued in connection with commercial lending or equipment leasing arrangements in the ordinary course of business; (F) securities issued by the Company pursuant to a registration statement filed under the Securities Act; or (G) securities issued in connection with strategic transactions involving the Company and other entities, including without limitation, (1) joint ventures and (2) marketing arrangements.

(c) Notice from the Company. In the event the Company proposes to issue New Securities, it shall give each Stockholder written notice of its intention, describing the type of New Securities and the price and the terms upon which the Company proposes to issue the same. Each Stockholder shall have twenty (20) business days from the date of receipt of any such notice to agree to purchase its pro rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased.

(d) Right of Over-allotment. The Stockholders shall have a right of over-allotment such that if any other Stockholder fails to purchase its pro rata share of the New Securities, the other Stockholders shall, among them, have the right to purchase up to the balance of the New Securities not so purchased. Such right of over-allotment may be exercised by a Stockholder by setting forth the maximum number of New Securities which the Stockholder would purchase if the other Stockholders do not elect to purchase their pro rata share of New Securities. If, as a result thereof, such over-allotments exceed the total number of New Securities available in respect of such over-allotment privilege, the Stockholders seeking such over-allotment shall be cut back with respect to their over-allotment on a pro rata basis in accordance with their respective pro rata ownership.

(e) Sale by the Company. In the event that the Stockholders fail to exercise in full their Preemptive Rights hereunder, the Company shall have one hundred twenty (120) days after expiration of the twenty (20) day period described in clause (c) above to sell the New Securities with respect to which the Stockholders’ Preemptive Rights were not exercised, at a price not less than and upon terms no more favorable in the aggregate to the purchaser thereof than are

specified in the Company's notice. To the extent the Company does not sell all the New Securities offered within said one hundred twenty (120) day period, the Company shall not thereafter issue or sell such New Securities without first again offering such securities to the Stockholders in the manner provided above.

(f) Limitation on Issuances. The Company need not offer New Securities for purchase under this Section 4 (i) if doing so would constitute a public distribution within the meaning of the Securities Act or any applicable state securities laws or (ii) to any person or entity that is not an "accredited Stockholder" (as defined in Rule 501 of the Securities Act).

5. Board Composition; Observers.

(a) The number of Directors on the Board shall be fixed initially at two (2) who shall be Salvador Rosillo and James Black, but may be changed by a duly passed resolution of the Board of the Directors. In any and all elections of directors of the Company (in the case of a vacancy), the Stockholders shall vote their Shares, to the extent entitled to vote under the Charter, to fix the number of directors at such number as the Stockholders shall from time to time determine. Notwithstanding the foregoing, (a) so long as it is a Stockholder, the Board of Directors of HempAmericana shall have the right to designate a Director of the Company and (b) so long as James Black is serving as President of the Company, he shall have the right to designate himself to be a Director of the Company, but shall lose this right if he is no longer serving as President of the Company.

(b) Any vacancies in the Board of Directors created by death, resignation or removal of one of the directors designated as set forth above may be filled only by a designee the party or parties entitled to designate the former director; provided, however, that the Board of Directors shall at all times be deemed to be duly constituted, notwithstanding any vacancy or vacancies thereon, so long as the composition of the Board of Directors conforms to the requirements of the Maine Business Corporation Act and the Certificate of Incorporation and By-laws of the Company.

(c) The Board of Directors may, by resolution, designate persons to attend meetings of the Board of Directors as observers; provided, that any such person shall prior to his or her attendance at a meeting thereof, have entered into a confidentiality agreement in form satisfactory to HempAmericana.

6. Substantial Efforts of Black; Profit Sharing. Black agrees to serve as President of the Company to help develop the Company for at least three years from the date of execution of this Agreement. This obligation of Black does not limit his ability to participate in other employment or ventures at any time. For Black's services to the Company, he shall be compensated by profit sharing with HempAmericana based on the following formula (the "Profit Sharing Formula"). The Profit Sharing Formula shall be: Black's compensation shall be the sum of (a) Black's percentage of total Shares issued and outstanding (e.g. and initially 49%) owned by Black and (b) 1% (totaling initially 50%) of the Net Profits of the Company. "Net Profits" shall mean the actual profit of the Company after working expenses (including federal, state and local taxes) not included in the calculation of gross profit have been paid. Based on this formula, the initial profit share between the Stockholders shall be 50% for each Stockholder.

7. Initial and Future Contributions of the Stockholders. Each Stockholder shall contribute to the Company in the future what it deems, in its sole judgment, what is best for the Company (capital, labor, equipment, inventory, real estate, knowledge, materials, intellectual property, etc.), as shall be determined from time to time and in the future and as agreed between the Stockholders. Initially, HempAmericana shall deliver and grant usage rights (but not ownership) to the Company of its Infinity SuperCritical 10 liter extraction machine. Black shall contribute labor and supervision of labor to operate the machine and produce CBD oil, as well as a temporary commercial space to operate the machine. All consumable supplies of the Company needed in the extraction process shall be furnished to the Company by HempAmericana or another vendor as agreed between the parties hereto.

8. Transfers of Certain Rights. The rights granted to the Stockholders hereunder may be transferred by any Stockholder to any Permitted Transferee (subject to the restrictions on transfer as set out in Paragraph 2, above); provided, however, that the assignment of rights hereunder shall not be effective until such time as the Company is given written notice of such transfer stating the name and address of the transferee and identifying the securities with respect to which such rights are being transferred and the transferee executes a Joinder Agreement in the form attached hereto as Exhibit A.

9. Public Offering; Termination of Rights. The restrictions set forth in Sections 2 and 3, the Preemptive Rights set forth in Section 4, and the provisions with respect to the composition of the Board set forth in Section 5 of this Agreement shall terminate and be of no further effect upon the earlier to occur of (A) the closing of a Qualified Public Offering or (B) immediately prior to the consummation of a Sale Event, and such provisions shall not apply to the sale of any securities to the public pursuant to any such Qualified Public Offering or to the Buyer pursuant to any such Sale Event. The restrictions set forth in Section 7 shall terminate and be of no further effect upon the earlier to occur of (A) the closing of a Qualified Public Offering or (B) the closing of a Sale Event, and such provisions shall not apply to the sale of any securities to the public pursuant to any such Qualified Public Offering.

10. "Lockup" Agreement.

If required by the Company and an underwriter of Common Stock or other securities of the Company, each Stockholder shall agree not to sell or otherwise transfer or dispose of any Common Stock or other securities of the Company held by such Stockholder (other than Common Stock included in such registration) for a specified period of time (not to exceed one hundred eighty (180) days) following the effective date of a registration statement filed under the Securities Act of 1933, as amended (a "Registration Statement"); provided, however, that:

(a) such agreement shall only apply to the first such Registration Statement covering Common Stock of the Company to be sold on its behalf to the public in an underwritten offering; and

(b) all other holders of more than One percent (1%) of the outstanding Common Stock and all officers and directors of the Company enter into similar agreements.

Such agreement shall be in writing in a form reasonably satisfactory to the Company and such underwriter. The Company may impose stop-transfer instructions with respect to the Common Stock or other securities subject to the foregoing restriction until the end of the “lock-up” period.

11. Intellectual Property Rights; Transfer of Ownership of Extraction Machine

(a) Each Shareholder agrees to retain its own intellectual property and to allow its use by the Company from time-to-time as may be agreed in the future. As for any technological intellectual property Black develops during the course of the Company’s existence, such intellectual property will remain the property of Black as its creator until such times as each of HempAmericana and Black each receive three million dollars (\$3,000,000) in dividends or other distributions from the Company in accordance with the Profit Sharing Formula of Section 6 above (the “Threshold”). After the Threshold is met, intellectual property developed by Black in the course of the business of the Company that the Company has been using or uses as part of its regular course of business shall become and/or remain property of the Company. In addition, once the Threshold is met, then the 10-L Infinity Supercritical extraction machine belonging to HMPQ shall become property of the Company. Intellectual property pertaining to the name of the Company and/or its brands (trademarks and copyright) shall be the property of the Company from the point of the Company’s formation.

12. Notices.

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand, courier service or sent by electronic facsimile transmission or mailed by first class certified or registered mail, return receipt requested, postage prepaid, or sent by electronic mail, return receipt requested, to the parties at the addresses set forth below, or to such other address as any party may provide in writing to the others.

(a) If to the Company, to:

Sal Rosillo
Hemp Americana, Inc.
78 Reade Street, 4th Floor (Bell #7)
New York, NY 10007

or at such other address as may be furnished in writing by the Company to the Stockholders;

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

Kurzon Kohen LLP
Attn: Jeff Kurzon
305 Broadway, 7th Floor
New York, NY 10007

(b) If to a Stockholder to:

to such Stockholder at the address
and/or facsimile number for such
Stockholder set forth in Schedule 1
hereto

Except as otherwise provided in this Agreement, all notices and communications hereunder shall be deemed to have been duly given (a) when transmitted by electronic or facsimile transmission and confirmed by the recipient, (b) when personally delivered, (c) the next business day after being sent by overnight courier or, (d) in the case of a mailed notice, three (3) business days after the date deposited in the mails, postage prepaid, in each case given or addressed as aforesaid.

13. Aggregation of Stock. All shares of capital stock held or acquired by affiliated persons and entities and entities under common investment management shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

14. Entire Agreement. This Agreement embodies the entire agreement and the understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

15. Amendments and Waivers. Except as expressly set forth in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance) only with the written consent of each HempAmericana and Black; provided, however, that no proposed amendment or modification of a provision of this Agreement which intentionally and adversely affects a Stockholder in a manner different from all other Stockholders shall be effective without the consent of the adversely affected Stockholder. So long as HempAmericana owns at least forty percent (40%) of the Shares (adjusted for stock splits, stock dividends and other reorganizations and reclassifications of the Company's capital stock), Section 5 of this Agreement shall not be amended to remove HempAmericana's sole right to designate members to the Board of Directors. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision. Notwithstanding the foregoing, this Agreement may be amended to add any transferee to whom rights under this Agreement are transferred pursuant to Section 2, by delivery by such transferee to the Company of a Joinder Agreement. Furthermore, any party to this Agreement may waive its rights under any provision of this Agreement by an instrument in writing executed by such party. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed

as, a further or continuing waiver of any such term, condition or provision.

16. Counterparts. This Agreement may be executed in two or more counterparts (including counterparts executed and delivered by facsimile, which shall be treated as counterparts executed and delivered manually), and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Headings; Gender. The headings of the sections, subsections, and paragraphs of this Agreement have been added for convenience only and shall not be deemed to be a part of this Agreement. Wherever reference is made herein to the male, female or neuter genders, such reference shall be deemed to include any of the other genders, as the context may require.

18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

19. Governing Law; Forum for Disputes. This Agreement shall be governed by and construed in accordance with (i) the Maine Business Corporation Act with respect to matters within the scope thereof, and (ii) the internal the laws of the State of New York (with respect to all other matters) without giving effect to the conflicts of law provisions thereof. The Shareholders agree that any dispute between them shall be subject to the sole jurisdiction of the courts of the State of New York in New York County. Notwithstanding the foregoing, all claims, disputes, controversies, or other matters in question arising out of or relating to this Agreement that cannot be resolved by the parties shall be resolved first through mediation and second, if still not resolved, by litigation. While the parties are not required to use any mediation or arbitration organization, if the parties cannot agree on an organization, then the dispute shall be resolved in accordance with the JAMS Commercial Arbitration Rules ("Rules") then in effect.

Within two business days following the written request ("Dispute Notice") of either party (which will describe the nature of the dispute and other relevant information), the parties' respective designees will meet (either in person or via telephone) to resolve the dispute at a mutually convenient time. If the designees are unable to resolve the dispute within two business days following their initial meeting, then either party may initiate mediation.

Either party may commence mediation by providing to JAMS in New York, New York, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS's panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of mediation. Except for such an action to obtain equitable relief, neither party may

commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 60 days after the date of the Dispute Notice, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction, and the prevailing party shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.

20. **Specific Performance.** The rights of the parties under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for specific performance to the extent permitted by law.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands under seal as of the day and year first above written.

THE COMPANY:

HEMPWERK, INC.

By: _____

Name: Salvador Rosillo

Title: Authorized Person

SHAREHOLDERS

James Black

By:  _____

Name: James Black

HempAmericana, Inc

By: _____

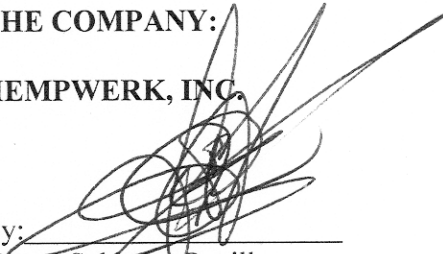
Name: Salvador Rosillo

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have hereunto set their hands under seal as of the day and year first above written.

THE COMPANY:

HEMPWERK, INC.

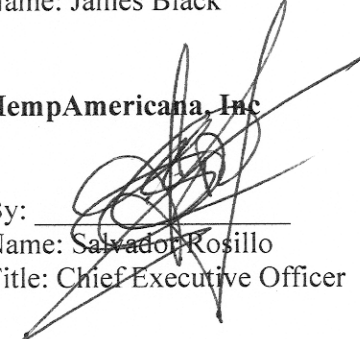
By: 
Name: Salvador Rosillo
Title: Authorized Person

SHAREHOLDERS

James Black

By: _____
Name: James Black

HempAmericana, Inc

By: 
Name: Salvador Rosillo
Title: Chief Executive Officer

Schedule 1

Stockholders

Number and Class of Shares

HempAmericana, Inc.
Attention: Sal Rosillo
78 Reade Street, 4th Floor (Bell #7)
New York, NY 10007
hempamericana@gmail.com
347-563-4223

51 Common

James Black
89 Sheridan street, Suite 1
Portland Me 04101
jblack@medsafelabs.com
207-841-7302

49 Common

Exhibit A

Form of Joinder Agreement

The undersigned hereby agrees, effective as of the date hereof, to become a party to that certain Shareholders' Agreement (the "Agreement") dated as of **[insert date]** by and among Saunter, Inc. (the "Company") and the other parties named therein and for all purposes of the Agreement, the undersigned shall be included within the term Stockholder (each as defined in the Agreement). The address and facsimile number to which notices may be sent to the undersigned is as follows:

Facsimile No. _____.

PRINT NAME: