

Strategic Management Opportunity Corp
124 West Nye Street , Suite 129
Carson City, Nev 89706
786 805 3527

Sale of Goods Agreement

This contract for the sale of goods is entered into as of 03/26/19, by and between MamaD's Greenacres, LLC (the "Seller"), and Strategic Management Opportunity Corporation, Inc (the "Buyer").

The parties agree as follows:

1. **Sale of Goods:** Pursuant to the terms and conditions of this Agreement, the Seller agrees to transfer ownership and deliver possession to the Buyer, and the Buyer shall pay for and accept from the Seller, the "Goods" listed at such prices as agreed by the Parties in this Agreement. The Seller shall store and maintain the inventory for the buyers for 12 months from the date of execution of this contract
 - 1.1. Description of Goods Sold: The Buyer is purchasing the entire inventory of CBD dissolate, isolate, water soluble, in all forms, including retail skus, crude and any other bulk finished and processed CBD less than 03% THC; the wholesale value of which is \$1,200,000 from the Seller.

2. **Purchase Price:** As consideration for the sale of the goods, on or before 4/1/19, the Buyer shall pay to the Seller the purchase price of \$950,000 in restricted legend stock of its company's shares valued at .03 for a total of 29,000,000 shares (the "Purchase Price"). **Buyer Initial Here** _____ PZ _____

3. **Payment Terms:** Unless otherwise stated, payment for the Goods is due within 30 days of the date of this signed agreement (sale of goods agreement)

4. **Seller's Representations:** The Seller hereby represents and warrants to the Buyer as follows:
 - 4.1. The Seller has full right, power, and authority to sell the Goods.
 - 4.2. The Good will be sold as described and this sale is made "AS IS."

5. **Delivery of Goods/Shipping:** The Seller shall deliver the goods per the terms listed below:
 - 5.1. Date of Delivery: The Goods shall be delivered to the Buyer immediately upon signatures of buyer and seller. **Buyer Initial Here** _____ PZ _____
 - 5.2. Location of Delivery: The Seller shall deliver the Goods to the location specified by the Buyer here in aforementioned clause 1.: **Buyer Initial Here** _____ PZ _____
 - 5.3. Risk of Loss: The Seller assumes responsibility for the Goods, and all risk of damage, loss, or delay of the Goods, until the Goods are delivered to or collected by the Buyer. Once the Goods have been delivered to or collected

by the Buyer, the Buyer assumes all responsibility for and risk of damage to such Goods.

6. Refund and Cancellation Policy:

6.1. No Refunds: Seller shall repair or replace any unit or product or part of such Goods that prove to be defective. The Buyer will be assumed to have accepted the Goods unconditionally unless a claim that a Good is defective is made within thirty (30) days from the date of delivery.

Buyer Initial Here PZ

6.2. Refund Policy: Goods delivered not as described to the Client may be refunded for up to \$250,000 for up to 90 days after service.

6.2.1. Goods not as Described: Only goods delivered in the following condition will be considered not as described: damaged in transit

Buyer Initial Here PZ

6.3. Warranty Policy: No refunds will be provided for the Goods delivered as described in the contract. Goods delivered are warranted to be free from defects in materials or workmanship for 90 days from the date of delivery. This warranty does not apply to: (i.) cosmetic damage (ii.) damage by service of another business) **Buyer Initial Here** PZ

7. **Force Majeure:** The Seller and the Buyer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

8. Representations:

8.1. **Authority to Sign:** Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

9. General:

9.1. **Modification(s):** To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.

9.2. **Signatures:** The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.

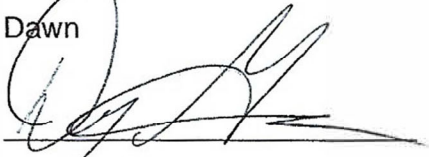
10. Term and Termination: If one of the parties chooses to end the Agreement prior to

product delivery, the Buyer is responsible for paying for all work and costs incurred up until that date.

The Parties hereto agree to the foregoing as evidenced by their signatures below.

Date 03/26/19_

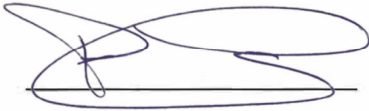
Dawn

A handwritten signature in black ink, appearing to be 'Dawn', written over a horizontal line.

Mamma D's Greeneacres, LLC. Seller

Date 03/26/19

President Peter Zompa,

A handwritten signature in black ink, appearing to be 'Peter Zompa', written over a horizontal line.

Strategic Management Opportunity Corp, Buyer

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Strategic Management and Opportunity Corporation

BALANCE SHEET

As of March 31, 2019

	TOTAL
ASSETS	
Current Assets	
Other Current Assets	
Inventory Asset	1,200,000.00
Total Other Current Assets	\$1,200,000.00
Total Current Assets	\$1,200,000.00
TOTAL ASSETS	\$1,200,000.00
LIABILITIES AND EQUITY	
Liabilities	
Long-Term Liabilities	
Interest payable	3,128.20
Note Payable	34,757.81
Total Long-Term Liabilities	\$37,886.01
Total Liabilities	\$37,886.01
Equity	
Retained Earnings	1,162,113.99
Net Income	0.00
Total Equity	\$1,162,113.99
TOTAL LIABILITIES AND EQUITY	\$1,200,000.00