

**INTELLECTUAL PROPERTY PURCHASE AGREEMENT**

**by and among**

**COWLITZ COUNTY CANNABIS CULTIVATION INC.**

**and**

**GREEN STAR BIOSCIENCES INC.**

**MAY 17, 2018**

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## INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY PURCHASE AGREEMENT (this "*Agreement*") is entered into effective as of May \_\_\_, 2018, by and between GREEN STAR BIOSCIENCES INC., an Alberta, Canada corporation ("*Purchaser*"), and COWLITZ COUNTY CANNABIS CULTIVATION INC., a Washington corporation ("*Seller*"). Purchaser and Seller are each referred to in this Agreement individually as a "*Party*" and collectively as the "*Parties*."

### RECITALS

A. Seller is engaged in the marijuana processing business (the "*Business*"), and in connection with the Business, has developed valuable Intellectual Property (as defined below).

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of the Intellectual Property of the Business, according to the terms set forth in this Agreement.

ACCORDINGLY, the Parties agree as follows:

#### 1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"*Action*" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"*Affiliate*" means with respect to any Person, any other Person that directly or indirectly controls or is controlled by, or is under common control with, such Person. For this purpose, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the exercise of voting control, by contract or otherwise.

"*Bill of Sale, Assignment and Assumption Agreement*" means a bill of sale, assignment and assumption agreement entered into between the Purchaser and the Seller, in the form attached as Exhibit A.

"*Business*" means the marijuana processing business of the Seller, and any other business of the Seller currently being conducted.

"*Business Day*" means any day except Saturday, Sunday or any other day on which commercial banks located in Seattle, Washington are authorized or required by Law to be closed for business.



**“Governmental Authority”** means any federal, state, local or foreign government or political subdivision of such body, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

**“Intellectual Property”** means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements to such inventions, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations of such patents, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, and derivations of such name(s), together with all translations, adaptations, derivations, and combinations of, all goodwill associated with, and all applications, registrations, and renewals in connection with, such items, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection with such items, (d) all mask works and all applications, registrations, and renewals in connection with such items, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (excluding “shrink-wrap,” “click-wrap” and commercially available “off the shelf” third party software), source code, domain names and URLs (including data and related documentation for each of the foregoing), and (g) all copies and tangible embodiments of any such items (in whatever form or medium), to the extent the same are in the possession of Seller. Without limiting the generality of the foregoing, Intellectual Property includes the brands and names identified in the Schedule of Intellectual Property attached hereto.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

**“Liability”** means any liability, loss, damages, claim, cost or expense.

**“Party”** or **“Parties”** has the meaning set forth in the preface above.

**“Permits”** means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

**“Person”** means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority (or any department, agency, or political subdivision of such entity).



*"Post-Closing Regulatory Action"* has the meaning given to it in Section 4.4

*"Purchaser"* has the meaning set forth in the preface above.

*"Representative"* means, with respect to any Person, any and all directors, managers, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

*"Seller"* has the meaning set forth in the preface above.

## 2. BASIC TRANSACTION.

### 2.1. Purchase and Sale of Intellectual Property Assets.

On and subject to the terms and conditions of this Agreement, the Purchaser shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Purchaser, all of the Intellectual Property of Seller at the Closing for the consideration specified below in Section 2.3. The Purchaser shall not, however, purchase, and the Seller shall not sell, transfer, convey, assign or deliver to the Purchaser any other assets of Seller.

### 2.2. No Assumption of Liabilities.

On and subject to the terms and conditions of this Agreement, the Purchaser shall assume and become responsible for only the Liabilities related to the Intellectual Property, if any, and no other Liabilities of Seller.

### 2.3. Purchase Price.

The purchase price for the Intellectual Property is Three Million Dollars (USD \$3,000,000), and will be paid by wire transfer to the Seller, or to an account or accounts as directed by the Seller, at Closing (the *"Purchase Price"*).

### 2.4. The Closing.

The closing of the transactions contemplated by this Agreement (the *"Closing"*) shall take place remotely, by exchange of executed copies of this Agreement and other documents and agreements contemplated hereby on the date of this Agreement (the *"Closing Date"*), unless otherwise mutually agreed to by the Parties. The Closing shall be deemed to have occurred as of the open of the Business on the Closing Date.

### 2.5. Moral Rights.

The Seller does hereby waive, as against the Purchaser, all the all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known or referred to as moral rights and the like (*"Moral Rights"*) which the Seller may have or will acquire in respect of the copyright in the Intellectual Property, and the Seller agrees to enforce the Moral Rights as against others as directed by the Purchaser at the cost of the Purchaser of the copyright in the Intellectual Property.

## **2.6. Deliveries at the Closing.**

2.6.1. At the Closing, the Seller shall acknowledge (if appropriate), and deliver to the Purchaser or, as applicable, cause to be executed, acknowledged (if appropriate), and delivered to the Purchaser:

- (a) the Bill of Sale, Assignment and Assumption Agreement; and
- (b) such other instruments of sale, transfer, conveyance, and assignment as the Purchaser may reasonably request.

2.6.2. At the Closing, the Purchaser shall execute, acknowledge (if appropriate), and deliver to the Seller:

- (a) the Bill of Sale, Assignment and Assumption Agreement;
- (b) such other instruments of assumption as the Seller may reasonably request; and
- (c) the consideration specified in Section 2.3 above.

## **3. REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

The Seller represents and warrants to the Purchaser that the statements contained in this Section 3 are correct and complete as of the Closing Date.

### **3.1. Organization, Corporate Power.**

Seller is a corporation duly organized and validly existing under the laws of the State of Washington. Seller has all requisite power and authority and all authorizations, licenses and Permits necessary to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

### **3.2. Authorization.**

The execution, delivery and performance of this Agreement by the Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of the Seller, and no other corporate proceedings on the part of the Seller are necessary to authorize the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by Purchaser), this Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the rights of creditors generally.

### 3.3. Noncontravention.

The execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated by this Agreement, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, bylaws or other organizational or governing documents of the Seller; (b) conflict with or result in a violation or breach in any material respect of any provision of any Law or Governmental Order applicable to the Seller; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any material contract to which the Seller is a party or by which the Seller is bound or to which any of the Seller's respective properties and assets are subject or any Permit affecting the properties, assets or business of the Seller. No consent, approval, filing with, or notice to, any Governmental Authority is required by or with respect to the Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

### 3.4. Intellectual Property.

The attached **Schedule of Intellectual Property** lists all Intellectual Property of the Seller that is necessary to operate the Business as it is currently conducted, all of which will be transferred or assigned to Purchaser at Closing, free and clear of liens and encumbrances. The Intellectual Property used by the Seller, and the Business as conducted by the Seller using the Intellectual Property, do not infringe, violate or misappropriate the Intellectual Property of any Person in any material respect.

## 4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser represents and warrants to the Seller that the statements contained in this Section 4 are correct and complete as of the Closing Date.

### 4.1. Organization of the Purchaser.

The Purchaser is a corporation duly formed and validly existing under the laws of the Province of Alberta, Canada. The Purchaser is duly qualified as a foreign company and is in good standing under the laws of each jurisdiction in which the Purchaser owns or leases any property, or conducts any business, so as to require such qualification.

### 4.2. Authorization of Transaction.

The Purchaser has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations under this Agreement, and the consummation by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and



(assuming due authorization, execution and delivery by the Seller) constitutes legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the rights of creditors generally.

#### 4.3. Noncontravention.

The execution, delivery and performance by the Purchaser of this Agreement, and the consummation of the transactions contemplated by this Agreement, do not and will not: (a) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Purchaser; or (b) require the consent, notice or other action by any Person under any Contract to which the Purchaser is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority or any other Person is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

#### 4.4. Acknowledgement by Purchaser.

Purchaser acknowledges that it has conducted, to its satisfaction, an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations, contracts, and organizational structure of the Seller, of the Business, and of the Permits and Laws to which the Business is subject, and, in making its determination to proceed with the transactions contemplated herein, Purchaser has relied on the results of its own independent investigation, verification, and legal analysis in addition to the representations and warranties of the Seller expressly and specifically set forth in this Agreement. Such representations and warranties by the Seller constitute the sole and exclusive representations and warranties of the Seller in connection with the transactions contemplated in the Agreement, and Purchaser understands, acknowledges and agrees that all other representations and warranties of any kind or nature express or implied (including any relating to the future or historical financial condition, projections, results of operations, assets or liabilities of the Seller or the Business, or to any Laws, and those contained in any documents or diligence materials or referenced in any information memoranda, electronic data site or data room, or otherwise) are specifically disclaimed by the Seller and are not being relied upon by Purchaser. Further, and without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed as a representation or warranty by the Seller that the transactions contemplated by this Agreement, and conduct of business, and agreements, between the Seller and Purchaser after Closing, will not cause a violation of Law or result in an Action or other adverse action by a Governmental Authority, and Purchaser shall indemnify and hold harmless Seller and its shareholders, officers, directors, employees Representatives and Affiliates from any costs, damages, losses, expenses or Liabilities incurred in connection with any such adverse action. The representations and warranties contained in this Agreement are made as of the date of this Agreement, with respect to the time period and circumstances prior to Closing and prior to the consummation of the transactions contemplated herein.



5. **POST-CLOSING COVENANTS.**

5.1. **Further Assurances.**

From time to time following the Closing Date, each Party shall at the request of such other Party and without further consideration, execute and deliver to such other Party such other instruments of conveyance and transfer, and such other documentary evidence of the transactions contemplated in this Agreement, as such other Party may reasonably request or as may be otherwise necessary to more effectively consummate the transactions contemplated by this Agreement.

5.2. **Litigation Support.**

In the event and for so long as any Party to this Agreement actively is contesting or defending against any Action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand in connection with (a) any transaction contemplated under this Agreement, or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Seller or the Purchaser (to the extent involving its relationship with Seller), each of the other Parties shall cooperate with the contesting or defending Party and its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as reasonably is necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party.

5.3. **Confidentiality.**

Each party hereto covenants that it shall keep confidential any confidential information relating to the other party's business, finances, marketing and technology, to which it obtains access and that it shall take all reasonable precautions to protect such confidential information of the other party or any part thereof from any use, disclosure or copying except as expressly authorized by this Agreement. Confidential Information of a party shall not include (i) information which is or becomes available to the public through no fault of the other party; (ii) information which is disclosed to the other party by a third party who has lawfully obtained such information and without a breach of a third party's confidentiality obligations; or (iii) information which a party is obligated by law to disclose provided that the party provides prompt written notice prior to disclosure to the other party so that a party may seek a protective order or other appropriate remedy. Each party acknowledges that the obligations set out in this section shall survive the termination of this Agreement.

6. **ARBITRATION.**

6.1. **Duty To Arbitrate.**

Any controversy or claim arising between the Parties (and/or any assignee of the Parties under Section 7.3) and/or an Affiliate of the Parties (collectively the "*Dispute Parties*") relating to this Agreement, shall be resolved exclusively by binding arbitration. The Dispute Parties' obligation to arbitrate shall continue in full force and effect despite the expiration, rescission or termination of this Agreement or any other agreement between the Parties. The Parties knowingly and voluntarily waive their rights to have tried and adjudicated by a judge or jury any controversy or claim which is

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required by this Agreement to be arbitrated. Notwithstanding the above, the Parties recognize that certain business relationships could give rise to the need for a party to seek specific performance or injunctive relief on an emergency, temporary or preliminary basis. A Dispute Party may seek in the first instance such emergency, provisional, temporary or summary equitable relief from a court of competent jurisdiction; *provided, however*, that immediately following the grant or denial of any request by a Party for such emergency, temporary or preliminary equitable relief, further judicial proceedings in the case shall be stayed pending arbitration of all underlying or related claims or controversies between the Parties.

**6.2. Procedure; Venue.**

Any Dispute Party may demand arbitration by sending written notice to the other Dispute Parties. If the Parties fail to agree upon the arbitrator to be used within thirty (30) days of a Party's arbitration demand, the arbitrator may be appointed by the courts in Seattle, Washington, at the instance of either Party, and all Parties submit to the jurisdiction of such courts for the purpose of any such appointment. Except as otherwise specified by this Agreement or other written agreement of the Parties, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), but shall not be required to be administered by the AAA. Except as needed for preservation in lieu of a live appearance, depositions shall not be taken unless allowed by the arbitrator. Parties shall be entitled to conduct document discovery by requesting production of documents. Responses or objections shall be served twenty (20) days after receipt of a request. The arbitrator shall resolve any discovery disputes. The arbitrator and any counsel of record to the proceeding shall have the power of subpoena process as provided by law. The arbitration shall be conducted in Seattle, Washington.

**6.3. Arbitration Award.**

The arbitrator shall have the authority to award actual money damages with interest on liquidated unpaid amounts from the date due, specific performance, and temporary or permanent injunctive relief. The arbitration shall be of each such Party's individual claims only, and no claim of any other party shall be subject to arbitration in such proceeding. Any arbitration award shall be supported by written findings of fact and conclusions of law.

**6.4. Costs and Attorney Fees.**

In the event of a dispute between the Parties arising out of or under this Agreement, the most prevailing Party shall be entitled to reasonable attorney's fees and costs, as may be determined by the arbitrator.

**6.5. Applicable Law.**

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington without regard to its choice of law rules or principles, and the arbitrator shall apply such law in construing and enforcing this Agreement.



**6.6. Confidentiality.**

Except as otherwise required by law, the Purchaser and the Seller and the arbitrator agree to maintain as confidential the arbitration proceedings and all information or documents submitted or obtained during the arbitration process, including the resolution of the dispute, disclosing such information only to persons who reasonably need to know of it for purposes related to the arbitration or other resolution of the dispute.

**6.7. Enforceability of Award.**

The final decision or award of the arbitrator in any arbitration pursuant to this Section shall be enforceable and may be entered at either Party's request as a judgment in any court of competent jurisdiction.

**7. MISCELLANEOUS.**

**7.1. No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

**7.2. Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter of this Agreement.

**7.3. Relationship.**

This Agreement does not and shall not be construed to create a partnership or agency whatsoever as between the Seller and the Purchaser and the Purchaser shall not, by reason of any provision herein contained, be deemed to be the partner, agent or legal representative of the Seller nor have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the Purchaser.

**7.4. Time.**

Time shall be of the essence of this Agreement.

**7.5. Succession and Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties named in this Agreement and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other Parties.

A handwritten signature in black ink, appearing to be the initials 'JD' or similar, located in the bottom right corner of the page.

**7.6. Execution By Electronic Transmission; Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, e-mail or other means of electronic transmission producing a printed copy shall be deemed to be an execution and delivery of this Agreement on the date of such communication by the parties so delivering such a copy. Any Party so delivering such a copy via electronic communication shall deliver an executed original of this Agreement to the other Parties upon request.

**7.7. Headings.**

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**7.8. 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 (3rd) 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):

*If to the Seller:*

Cowlitz County Cannabis Cultivation Inc.  
Attn: Cameron Svenson  
108 West Main Street  
Kelso, Washington 98626-1347  
Phone: (360) 957 4956  
E-mail: svensoncameron@yahoo.com

*Copy to (which shall not constitute notice):*

Karr Tuttle Campbell, P.S.  
Attn: Christian C. Weinmann  
701 Fifth Ave, Suite 3300  
Seattle, WA 98104  
Phone: (206) 224-8128  
E-mail: cweinmann@karrtuttl.com

*If to the Purchaser:*

Green Star Biosciences Inc. 1250, 639 – 5<sup>th</sup> Ave.  
SW  
Calgary, Alberta T2P 0M9  
Phone: (403) 975-5820  
E-mail: cory@dosdallc.com

*Copy to (which shall not constitute notice):*

TingleMerrett LLP  
1250, 639 – 5<sup>th</sup> Ave. SW  
Calgary, Alberta T2P 0M9  
Phone: (403) 571-8015  
E-mail: sreeves@tinglemerrett.com



Any Party may change the address to which notices, requests, demands, claims, and other communications under this Agreement are to be delivered by giving the other Parties notice in the manner set forth above. Any Party may make service on the other Parties by sending or delivering a copy of the process to the Parties to be served at the address and in the manner provided for the giving of notices above.

**7.9. Governing Law; Venue.**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington. Venue for any dispute that is not settled pursuant to Section 6 shall be exclusively in the state and federal courts located in Seattle, Washington. Each Party hereby expressly consents to the personal jurisdiction of such courts in such dispute and irrevocably waives any objection to such venue based on *forum nonconveniens* or other rule of law.

**7.10. Amendments and Waivers.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant under this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant under this Agreement or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**7.11. Severability.**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**7.12. Expenses.**

Each of the Purchaser and the Seller shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated by this Agreement.

**7.13. Construction.**

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules



and regulations promulgated under such laws, unless the context requires otherwise. The word "including" shall mean including without limitation.

**7.14. Incorporation of Schedules.**

The following documents are attached to this Agreement:

**Exhibit A** Form of Bill of Sale, Assignment and Assumption Agreement

**Schedule of Intellectual Property**

The Exhibits, Schedules and other documents identified in this Agreement are incorporated into this Agreement by reference and made a part of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

A handwritten signature or set of initials, possibly "HE", located in the bottom right corner of the page.

*[Signature Page for Intellectual Property Purchase Agreement]*

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

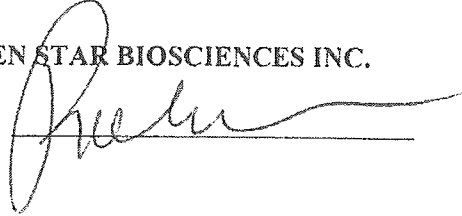
**PURCHASER:**

**GREEN STAR BIOSCIENCES INC.**

By:

Name:

Its:



**SELLER:**

**COWLITZ COUNTY CANNABIS  
CULTIVATION INC.**

By:

Name:

Its:





**EXHIBIT A  
BILL OF SALE**

RO