

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "*Agreement*") is made and entered into as of May 17, 2018 (the "*Effective Date*") by and between GREEN STAR BIOSCIENCES INC., an Alberta, Canada corporation with offices at Calgary, Alberta, Canada ("*Licensor*") and COWLITZ COUNTY CANNABIS CULTIVATION INC., a Washington corporation with offices at 108 W. Main, Kelso, Washington 98626 ("*Licensee*"). Licensor and Licensee may each be referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Licensor is the owner of certain Intellectual Property (as defined below);

WHEREAS, Licensor desires to grant to Licensee the right, privilege and license to use the Intellectual Property in connection with the manufacture, marketing, distribution, and sale of the Licensed Products (as defined below);

WHEREAS, Licensee has represented that it has the ability to manufacture, market, distribute, and sell the Licensed Products in the Territory (as defined below) and to use the Intellectual Property in connection with the Licensed Products;

WHEREAS, Licensee desires to obtain from Licensor a license to use, manufacture, have manufactured and sell Licensed Products in the Territory and to use the Intellectual Property in connection with the Licensed Products; and

WHEREAS, both Licensee and Licensor are in agreement with respect to the terms and conditions upon which Licensee shall use the Intellectual Property.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

AGREEMENT

1. DEFINITIONS.

a. "*Affiliate*" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") 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 ownership of voting securities, by contract or otherwise.

b. **"Confidential Information"** means all information that has actual commercial value and is not generally known to the public, whether of a technical, business or other nature (including, without limitation, intellectual property, trade secrets, know-how and information relating to the products, product packaging, technology, customers, vendors, distributors, pricing, business plans, promotional and marketing activities, finances and other business affairs of the Company), that is disclosed by either Party, that by the nature of the circumstances surrounding the disclosure, and by virtue of being unknown to third parties, ought to be treated as proprietary or confidential. Without limiting the foregoing, Confidential Information includes the terms and existence of this Agreement.

c. **"Copyrights"** means Licensor's copyrights in marketing, sales and advertising materials materially related to the Licensed Products, including, but not limited to, text, designs, images, graphics, photos, artwork, illustrations, animation, video and audio files, and derivatives thereof.

d. **"Formulae"** means the formulae for the Licensed Products, together with all trade secrets and know-how associated with the manufacture of the Licensed Products.

e. **"Intellectual Property"** means the Trademarks, Copyrights, Patents, and Formulae and the right to enforce and recover damages for the infringement or misappropriation of any of the foregoing.

f. **"Licensed Products"** means the products identified in **Schedule 1**.

g. **"Losses"** means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

h. **"Patents"** means all United States and foreign patents and applications therefor owned by Licensor related to the Licensed Products and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, including all improvements thereon and associated know-how.

i. **"Person"** means an individual, corporation, partnership, limited liability company, joint venture, governmental authority, unincorporated organization, trust, association or other entity.

j. **"Representatives"** means a Party's and its Affiliates' employees, officers, directors, consultants and legal advisors.

k. **"Territory"** means those states or areas identified in **Schedule 3**.

l. **"Trademarks"** means the trademarks set forth on **Schedule 2** whether registered or unregistered, including the listed registrations, applications and any registrations which may

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by granted on such applications or which may be granted on applications later filed on such trademarks.

2. LICENSE GRANT.

a. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the term of this Agreement:

(i) a perpetual, irrevocable, non-exclusive, non-assignable, non-sublicensable license to use the Intellectual Property in connection with the promotion, advertising, distribution and sale of the Licensed Products in the Territory; and

(ii) a perpetual, irrevocable, non-exclusive, non-assignable, non-sublicensable right and license, pursuant to Licensor's ownership of Formulae and Patents (if any), to manufacture, have manufactured, sell, distribute, and advertise the Licensed Products in the Territory.

b. It is understood and agreed that the licenses granted herein shall pertain only to the Licensed Products and do not extend to any other assets, products or services.

c. Licensee shall not: (i) undertake advertising of Licensed Products in, or specifically aimed at, any state or country outside the Territory; (ii) actively seek orders for Licensed Products from outside the Territory; (iii) establish any branch dealing in Licensed Products or maintain any distribution center for Licensed Products outside the Territory; or (iv) sell, distribute or ship Licensed Products outside of the Territory.

d. Licensor expressly reserves all rights not expressly granted to Licensee under this Agreement.

3. **TERM OF THE AGREEMENT.** This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall extend in perpetuity unless otherwise terminated in accordance with the terms and conditions contained herein. For purposes of this Agreement, "*Term*" shall refer to the entire time period that this Agreement remains in effect prior to its termination in accordance with the terms and conditions contained herein.

4. LICENSE FEES.

a. As consideration for the licenses granted hereunder, Licensee agrees to pay Licensor a license fee for each unit of the Licensed Products sold by Licensee. The per-unit license fee applicable to each Licensed Product is identified in the Schedule of Licensed Products and License Fees, attached hereto as **Schedule 1**, as the same shall be amended from time to time. No later than the 15th day of each month during the Term, Licensee shall deliver Licensor a categorized report identifying Licensee's sales of each of the Licensed Products for the previous month and payment in the amount of license fees owed for the same period.



b. The Parties understand and agree that **Schedule 1** will be regularly reviewed by Licensor and Licensee so that new or proposed Licensed Products may be added, discontinued Licensed Products may be removed, and license fees may be adjusted based on demonstrable changes in market conditions (such as, but not limited to changes in the costs of materials and services), changes in fair market value, extraordinary events, and commercial reasonableness. From time to time, and in any event not less frequently than every three calendar months, Licensor and Licensee shall meet for the purpose of reviewing, discussing, negotiating, and amending **Schedule 1** to this Agreement (each, a "*Review Meeting*"). Each of the Parties agrees, at each Review Meeting, to review and propose revisions to **Schedule 1** in good faith and to use its best efforts to efficiently draft and execute an agreeable revision to **Schedule 1** consistent with the expectations and goals stated above. If, at a given Review Meeting, Licensor and Licensee fail, after exerting reasonable and good faith efforts, to agree on revisions to **Schedule 1**, the existing schedule will continue to remain in effect.

5. REPRESENTATIONS AND WARRANTIES.

a. Each Party represents and warrants to the other Party that:

(i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(ii) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(iii) the execution of this Agreement by its Representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. Licensor represents and warrants that the grant of rights and licenses by Licensor to Licensee under this Agreement is not inconsistent with the terms and conditions of any obligations of Licensor.

c. Nothing in this Agreement shall constitute any representation or warranty by Licensor that:

(i) any Intellectual Property does not violate the intellectual property rights of others; or

(ii) the exercise by Licensee of rights granted under this Agreement will not infringe the rights of any person.



6. MARKETING, ADVERTISING AND PROMOTION.

a. Licensee shall use commercially reasonable efforts to promote and expand the supply of Licensed Products throughout the Territory and to ensure that its advertising, marketing and promotion of the Licensed Products in no way reduces or diminishes the reputation, image and prestige of the Trademarks or of products sold under or by reference to the Trademarks (including, without limitation, the Licensed Products).

b. Licensee shall send to Licensor for its prior written approval the text and layout of all proposed advertisements and marketing and promotional materials relating to the Licensed Products. In the event that Licensor disapproves of such material, it shall give written notice of such disapproval to Licensee within fourteen (14) days of receipt by Licensor of the material. In the absence of a written notice of disapproval within fourteen (14) days of receipt of such materials, the materials shall be deemed to have been approved by Licensor. Licensee shall not use any material in the advertising, marketing or promotion of Licensed Products which has not been approved by Licensor.

7. QUALITY CONTROL.

a. Licensee acknowledges and is familiar with the high standards, quality, style and image of Licensor, and Licensee shall conduct its business and use the Trademarks in a manner consistent with these standards, quality, style and image.

b. Licensee shall not knowingly sell, market, distribute or use for any purpose, or permit any third party to sell, market, distribute or use for any purpose, any Licensed Products which are damaged or defective.

c. Licensee shall promptly provide Licensor with details of any material complaints it has received relating to the Licensed Products together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by Licensor in respect thereof.

d. Licensee agrees to permit and shall obtain permission for Licensor or its Representative to inspect the facilities where the Licensed Products are being manufactured, packaged, stored, and distributed to ensure compliance with the quality standards or any other specification or requirements set forth in this Agreement.

e. Licensee agrees to take all commercially reasonable steps, which may include, without limitation, product recalls, to abate any health or safety risks posed by the Licensed Products as expeditiously as possible. Upon Licensor's written request, Licensee shall provide to Licensor for Licensor's review and approval, a copy of Licensee's recall program for the Licensed Products. Licensee shall have complete responsibility for determining if a product recall is required and Licensee shall bear responsibility for all costs and expenses associated with any recall of the Licensed Products.



f. In exercising its rights under this Agreement, Licensee shall comply with, and shall ensure that each Licensed Product sold or otherwise supplied by Licensee complies with, all applicable state laws throughout the Term of this Agreement. Compliance with state law specifically includes but is not limited to all state laws and regulations concerning the testing of marijuana products and extracts for: (i) pesticides (including pesticide and fungicide residue); (ii) microbiological organisms (including fungal and bacterial) (iii) and residual solvents. Licensee represents and warrants that all Licensed Products will at all times comply with applicable state laws and regulations concerning testing, and Licensee shall, within thirty days of a request by Licensor, provide all documentation necessary to establish that the Licensed Products are manufactured and sold in compliance with state laws and regulations concerning the testing of marijuana products and extracts. Licensee's failure to comply with the applicable state laws and regulations concerning testing of the marijuana or marijuana extracts used in the Licensed Products shall be considered a material breach of this Agreement for which the Licensor shall have the right to immediately terminate this Agreement.

g. Should the production and interstate sale and distribution of cannabis become legal under federal United States laws, Licensee shall also comply with and shall ensure that each Licensed Product sold or otherwise supplied by Licensee complies with, all then applicable federal United States laws. Licensee shall promptly provide Licensor with copies of all communications, relating to the Intellectual Property or the Licensed Products, with any governmental, regulatory or industry authority. The Licensed Products, as well as all promotional, packaging, and advertising material relative thereto, shall also include all appropriate legal notices as required by law.

8. NOTICE AND PAYMENT.

a. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated Party at the below stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for notice or other communications required under this Agreement or by law.

If to Licensor:

Green Star Biosciences Inc..
Attn: Cory Dosdall 1250, 639 – 5th Ave. SW
Calgary, Alberta, Canada T2P 0M9
E-mail: cory@dosdallc.com

with a copy to Licensee's counsel (which shall not constitute notice):

TingleMerrett LLP
Attn: Scott Reeves, Partner
1250, 639 – 5th Ave. SW
Calgary, Alberta, Canada T2P 0M9
E-mail: sreeves@tinglemerrett.com

If to Licensee:

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

with a copy to Licensee's counsel (which shall not constitute notice):
Karr Tuttle Campbell, P.S.
Attn: Christian C. Weinmann
701 Fifth Ave, Suite 3300
Seattle, WA 98104
E-mail: cweinmann@karrtuttle.com

b. Either Party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

9. TRADEMARKS.

a. Licensee recognizes the value of the goodwill associated with the Trademarks and acknowledges that the Trademarks and all rights therein, including the goodwill pertaining thereto, belong exclusively to Licensor and its respective licensors. Licensee agrees that its use of the Trademarks and any modifications made to the Trademarks by Licensee inures solely to the benefit of Licensor and that Licensee shall not acquire any rights in the Trademarks or such modifications. If Licensee acquires any rights in the Trademarks, by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensor without further action by the Parties.

b. The Parties agree to execute any documents reasonably requested by the other Party to effect any of the above provisions.

c. Licensee acknowledges Licensor's and its Affiliates' exclusive rights in the Trademarks and, further, acknowledges that the Trademarks are unique and original to Licensor and its Affiliates and that Licensor and its Affiliates are the owners thereof. Licensee shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, Licensor's or any of its Affiliates' exclusive rights and title to the Trademarks or the validity thereof.

d. Licensee shall not, during the Term or thereafter, directly or indirectly:

(i) Intentionally do, omit to do, or permit to be done, any act which will or may dilute the Trademarks or tarnish or bring into disrepute the reputation of or goodwill associated with the Trademarks of Licensor or which will or may invalidate or jeopardize any registration of the Trademarks; or

(ii) apply for, or obtain, or assist any Person in applying for or obtaining any registration of the Trademarks, or any trademark, service mark, trade name or other indicia identical or confusingly similar to the Trademarks.

e. Licensor shall take all reasonable steps to maintain the existing registrations of the Trademarks and prosecute to registration any pending applications for so long as the Trademarks are being used in commerce as required by applicable law. Licensee shall provide, at the request of Licensor and at Licensor's expense, all necessary assistance with such maintenance and prosecution. Licensor shall provide to Licensee upon request copies of receipts of renewal fees.

f. Licensee shall not grant or attempt to grant a security interest in, or otherwise encumber, the Intellectual Property, including without limitation the Trademarks, or record any such security interest or encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere.

g. Licensee shall comply with the direction of Licensor regarding the form and manner of the application of the Trademarks.

h. At least one of the Trademarks shall be affixed to or used in connection with all Licensed Products manufactured, marketed, promoted, offered for sale, sold, or distributed by or for Licensee.

i. The licenses granted hereunder are conditioned upon Licensee's full and complete compliance with the marking provisions of the trademark laws of the United States and other countries in the Territory. Licensee shall ensure that all Licensed Products sold by Licensee and all related quotations, specifications, and descriptive literature, and all other materials carrying the Trademarks, be marked with the appropriate trademark notices in accordance with Licensor's instructions.

j. Apart from the Trademarks, no other trademark or logo may be affixed to, or used in connection with the Licensed Products without the Licensor's prior written approval, which shall not be unreasonably withheld, except that Licensee may use on the Licensed Product and the packaging, advertising, and promotional materials for the Licensed Products, without Licensor's prior written approval, the company names and registered trade names belonging to those entities listed in **Schedule 4**.

10. PROTECTION OF THE INTELLECTUAL PROPERTY.

a. Licensee shall immediately notify Licensor in writing giving reasonable detail if any of the following matters come to its attention:

(i) any actual, suspected or threatened infringement of any of the Intellectual Property;



(ii) any actual, suspected or threatened claim that any of the Intellectual Property is invalid;

(iii) any actual, suspected or threatened opposition to any of the Trademarks;

(iv) any actual, suspected or threatened claim that use of any of the Intellectual Property infringes the rights of any third party;

(v) any person applies for, or is granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under this Agreement; or

(vi) any other actual, suspected or threatened claim to which any of the Intellectual Property may be subject.

b. Licensor shall have the initial right, in Licensor's sole discretion, to determine whether, and in what manner, to assert and bring claims to protect, preserve, or defend the Intellectual Property and Licensed Products against actual or suspected misappropriation, infringement, attack or challenge. If Licensor decides to assert its rights or bring any claim, Licensee agrees, as may be reasonably requested by Licensor, to cooperate with Licensor in any such action, including, without limitation, by joining the action as a party if necessary to maintain standing or otherwise bring suit. All out-of-pocket expenses, including reasonable attorneys' fees, expert witness fees, and court costs, related to Licensee's participation in such action at the request of Licensor, shall be borne solely by Licensor. Any award, or any portion thereof, recovered by Licensor in any such action or proceeding commenced by Licensor shall belong solely to Licensor after recovery by both Parties of their respective actual out-of-pocket costs. To the extent that Licensee shares any costs as a result of such assistance, Licensee shall share in any recovery, pro-rata in proportion to any costs actually incurred by Licensee.

c. If Licensor determines not to take any such action with respect to the Intellectual Property and Licensed Products, it shall so notify Licensee, who, upon receiving the consent of Licensor, may take such protective action in its own name and at its own expense, provided that Licensee shall keep Licensor informed of the status of Licensee's activities regarding such action and any settlement or other resolution thereof. Prior to entering into any settlement or commencing or engaging in any litigation or suit with respect to any Intellectual Property and Licensed Products, Licensee shall obtain Licensor's approval to enter into such settlement or commence or engage in such litigation. Licensor shall cooperate with Licensee or join in any such action at Licensee's reasonable request and expense. All out-of-pocket expenses, including reasonable attorneys' fees, expert witness fees, and court costs, related to Licensor's participation in such infringement action at the request of Licensee, shall be borne solely by Licensee. Any award, or portion of any award, recovered by Licensee in any such action or proceeding commenced by Licensee shall belong solely to Licensee, after recovery by both Parties of their respective actual out-of-pocket costs. To the extent that Licensor shares any costs as a result of such assistance, Licensor shall share in any recovery, pro-rata in proportion to any costs actually incurred by Licensee.



d. The Parties hereby agree to cooperate with each other in the conduct or defense of any legal action, and in the negotiations in respect of any legal action relating to any of the Intellectual Property and Licensed Products, and each will provide to the other all relevant data, information and material in its possession which may be helpful in such action or negotiation, at the cost and expense of the Party requesting such data, information and material.

11. CONFIDENTIALITY.

a. Each Party (the "*Receiving Party*") acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other Party (the "*Disclosing Party*"). As a condition to being furnished with Confidential Information, the Receiving Party agrees to:

(i) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement; and

(ii) maintain the Disclosing Party's Confidential Information in strict confidence and, unless expressly permitted herein, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who: (A) have a "need to know" for purposes of the Receiving Party's performance, or exercise of its rights with respect to such Confidential Information, under this Agreement; (B) have been apprised of this restriction; and (C) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in this Section, provided further that the Receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives, of this Section.

b. The Receiving Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

c. Confidential Information does not include information that the Receiving Party can demonstrate by documentation:

(i) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party;

(ii) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information;

(iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or

(iv) was received by the Receiving Party from a third party who was not, at the time, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

d. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(i) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section; and

(ii) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

12. TERMINATION OR EXPIRATION.

a. In addition to the termination rights that may be provided elsewhere in this Agreement, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party in the event of a breach of a material provision of this Agreement by the other Party, provided that, within the thirty (30) day period, the breaching Party fails to cure such breach.

b. Licensor shall have the right to terminate this Agreement immediately by giving written notice to Licensee if, at any point:

(i) Licensee challenges the validity or Licensor's ownership of any of the Intellectual Property; or

(ii) Licensee fails to comply with the applicable state laws and regulations concerning testing of the marijuana or marijuana extracts used in the Licensed Products.

c. Upon expiration or termination of this Agreement, Licensee shall provide Licensor with a complete schedule of all inventories of Licensed Products then on-hand (the "*Inventory*").

d. Subject to any express provisions set out elsewhere in the Agreement, upon expiration or termination of this Agreement, except for reason of a breach of Licensee's duty to comply with the quality control or legal notice marking requirements, Licensee shall be entitled, for an additional period of three (3) months and on a nonexclusive basis, to continue to sell such Inventory.



e. Subject to any express provisions set out elsewhere in the Agreement, upon the expiration or termination of this Agreement, all of the rights and licenses of Licensee under this Agreement shall terminate and immediately revert to Licensor and Licensee shall immediately discontinue all use of the Intellectual Property at no cost whatsoever to Licensor, and Licensee shall immediately return to Licensor, or at Licensor's option destroy, all material relating to the Intellectual Property and all Confidential Information of Licensor at no cost to Licensor.

13. INDEMNIFICATION.

a. Each Party agrees to defend, indemnify and hold harmless the other Party and its Representatives against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "*Action*") related to or arising out of:

- (i) the breach of this Agreement by the other Party;
- (ii) the other Party's exercise of its rights granted under this Agreement; and
- (iii) the other Party's gross negligence or willful misconduct related to such Party's role as licensee or licensor (as applicable) under this Agreement.

b. The indemnified party shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section shall not relieve the indemnifying party of its obligations under this Subsection except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

14. INSURANCE.

a. Licensee shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company, standard Product Liability Insurance naming Licensor and its Affiliates as additional named insureds. Such policy shall provide protection against any and all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of coverage shall be a one million dollar (\$1,000,000) combined single limit for each single occurrence for bodily injury and/or property damage. The policy shall provide for ten (10) days' notice to Licensor from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Licensee agrees to furnish Licensor a certificate of insurance evidencing same within thirty (30) days after execution of this Agreement and, in no event shall



Licensee manufacture, distribute or sell the Licensed Products prior to receipt by Licensor of such evidence of insurance. The insurance policy must be issued by an insurance company acceptable to Licensor.

b. Licensee shall, throughout the Term of the Agreement, obtain and maintain at its own cost and expense from a qualified insurance company, standard General Liability Insurance naming Licensor and its Affiliates as additional named insureds with limits no less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate, including bodily injury, property damage, completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Licensee under this Agreement. The policy shall provide for thirty (30) days' notice to Licensor from the insurer by registered or certified Mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Licensee agrees to furnish Licensor a certificate of insurance evidencing same within thirty (30) days after execution of this Agreement and, in no event shall Licensee manufacture, distribute or sell the Licensed Products prior to receipt by Licensor of such evidence of insurance. The insurance policy must be issued by an insurance company acceptable to Licensor.

15. INTELLECTUAL PROPERTY OWNERSHIP. The Parties acknowledge and agree that, as between the Parties, except for the limited rights specifically granted to Licensee herein, all right, title and interest in and to the Intellectual Property and any other intellectual property rights arising from, to, or in connection with the Licensed Products shall reside solely in Licensor. Any inventions, improvements, or derivative works, made, developed, conceived, or reduced to practice by Licensee that relate to the Intellectual Property or the Licensed Products, and any other intellectual property relating thereto, shall be owned solely by Licensor. Licensee hereby assigns and transfers to Licensor, except to the extent prohibited by law, all right, title, and interest in and to such inventions, improvements, and derivative works and agrees to take all further acts reasonably required to evidence such assignment and transfer to Licensor, all at Licensor's expense.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. AGREEMENT BINDING ON SUCCESSORS. The provisions of this Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, and assigns.

18. WAIVER. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor



shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. SEVERABILITY. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement. If the Washington State Liquor and Cannabis Board determines that any term in this Agreement violates any statute or regulation governing marijuana businesses, or if any new rule or statute is enacted in Washington such that any term in this Agreement potentially violates the new rule or statute, the Parties shall use commercially reasonable efforts to modify the terms at issue so that the Agreement fully complies with all rules and statutes governing marijuana businesses.

20. RELATIONSHIP OF PARTIES. The relationship between the Parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. The Parties specifically intend, and will take such actions to ensure, that Licensor shall not be a "true party of interest," as defined in WAC 314-55-035, with respect to any marijuana license issued to Licensee.

21. ASSIGNMENT. Except as specifically provided herein, neither Party may, without the consent of the other Party, assign or transfer any of its rights or obligations hereunder; provided that no such consent is required for an assignment or transfer to an Affiliate of or to a successor in interest by reason of merger or consolidation or sale of all or substantially all of the assets of such party relating to the subject matter of this Agreement; provided further that (a) with respect to an assignment to a successor in interest, such assignment includes all rights and obligations under this Agreement, (b) such successor in interest or Affiliate shall have agreed as of such assignment or transfer to be bound by the terms of this Agreement in a writing provided to the non-assigning Party, and (c) where this Agreement is assigned or transferred to an Affiliate, the assigning Party remains responsible for the performance of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the Parties successors and assigns. Any assignment or transfer in violation of the foregoing shall be null and void and wholly invalid, the assignee or transferee in any such assignment or transfer shall acquire no rights whatsoever, and the non-assigning, non-transferring Party shall not recognize, nor shall it be required to recognize, such assignment or transfer.

22. ENTIRE AGREEMENT. This Agreement, together with all schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

23. AMENDMENTS. Any amendment to this Agreement or its schedules must be in writing, dated and signed by an authorized representative of both Parties.

A handwritten signature in cursive script, appearing to be the initials 'P' and 'C' followed by a flourish, located in the bottom right corner of the page.

24. **SURVIVING RIGHTS.** Any rights or obligations of the Parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration.

25. **FURTHER ASSURANCES.** Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

26. **NO THIRD PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

27. **HEADINGS.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

28. **EQUITABLE RELIEF.** Each Party acknowledges that a breach by the Party of this Agreement may cause the other Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the other Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity (which are cumulative and may be exercised singularly or concurrently), subject to any express exclusions or limitations in this Agreement to the contrary.

29. **GOVERNING LAW.** This Agreement shall be governed 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 laws of any jurisdiction other than those of the State of Washington.

30. **DISPUTE RESOLUTION.** Any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either Party for any application for injunctive relief) shall be finally settled by arbitration in King County, Washington under the rules of the American Arbitration Association (AAA) before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the Parties submit to the personal subject matter jurisdiction of the State of Washington. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the Western District of Washington. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY.



31. **FORCE MAJEURE.** Neither Party shall be responsible for delays or failure of performance under this Agreement to the extent resulting from causes that are beyond the reasonable control of such Party and which render the continued performance of this Agreement impossible, impractical or illegal, including, but not limited to, fire, flood, explosion, tornado, epidemic, earthquake, snowstorm, ice storm or other act of God, embargo, explosion, malfunction, riots, civil disputes, acts or threatened acts of terrorism or war, failure of the internet or government controls or regulations, and problems or defects in relation to the Internet and/or any telecommunication systems. The existence of such causes of such delay or failure shall extend the period for performance to the extent necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

32. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page to follow]

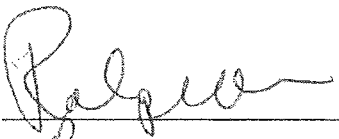
A handwritten signature or set of initials, possibly 'fo', written in dark ink in the bottom right corner of the page.

[Signature Page to License Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their authorized representatives as of the Effective Date.


LICENSOR:

GREEN STAR BIOSCIENCES, INC. ,
an Alberta, Canada corporation

By: 
Name: Ryan Olsen
Title: President
Date: 5/17/18

LICENSEE:

**COWLITZ COUNTY
CANNABIS CULTIVATION INC.,**
a Washington corporation

By: 
Name: _____
Title: President
Date: _____

SCHEDULE 1

SCHEDULE OF LICENSED PRODUCTS AND LICENSE FEES

Ref.	Licensed Product	Per-Unit License Fee
	Dab Dudes™ Cannabinoid Powder THCA crystalline concentrate (0.5g)	\$0.18
	Dab Dudes™ Cannabinoid Powder THCA crystalline concentrate (1.0g)	\$0.30
	Dab Dudes™ flavored dab (0.5g)	\$0.18
	Dab Dudes™ flavored dab (1.0g)	\$0.30
	Dab Dudes™ dab (1.0g)	\$0.15
	Hi Guys™ pre-roll joint (0.5g) (all strains)	\$0.02
	Hi Guys™ pre-roll joint (0.75g) (all strains)	\$0.03
	Hi Guys™ premium flower (1.0g) (all strains)	\$0.04
	Hi Guys™ premium flower (1/8 oz) (all strains)	\$0.10
	Hi Guys™ premium flower (0.25oz) (all strains)	\$0.21
	Hi Guys™ premium flower (0.5oz) (all strains)	\$0.39
	Hi Guys™ premium flower (1.0oz) (all strains)	\$0.60
	Hi Guys™ Oil (1.0g) at \$4.00	\$0.12
	Hi Guys™ Oil (1.0g) at \$5.00	\$0.15
	Cowlitz Gold™ pre-roll joint (0.5g) (all strains)	\$0.02
	Cowlitz Gold™ pre-roll joint (0.75g) (all strains)	\$0.03
	Cowlitz Gold™ infused pre-roll joint (0.5g)	\$0.45
	Cowlitz Gold™ flavored infused pre-roll joint (0.5g)	\$0.45
	Cowlitz Gold™ dab (1.0g)	\$0.21
	Cowlitz Gold™ terp sauce (1.0g)	\$0.24
	Cowlitz Gold™ flavored dab (1.0g)	\$0.30
	Cowlitz Gold™ flavored dab (0.5g)	\$0.18
	Cowlitz Gold™ powder (1.0g)	\$0.30
	Cowlitz Gold™ powder (0.5g)	\$0.18
	Cowlitz Gold™ flower (1.0oz)	\$1.20
	Cowlitz Gold™ flower (0.5oz)	\$0.75
	Cowlitz Gold™ flower (0.2oz)	\$0.42
	Cowlitz Gold™ flower (1/8oz)	\$0.21
	Cowlitz Gold™ flower (1.0g)	\$0.06

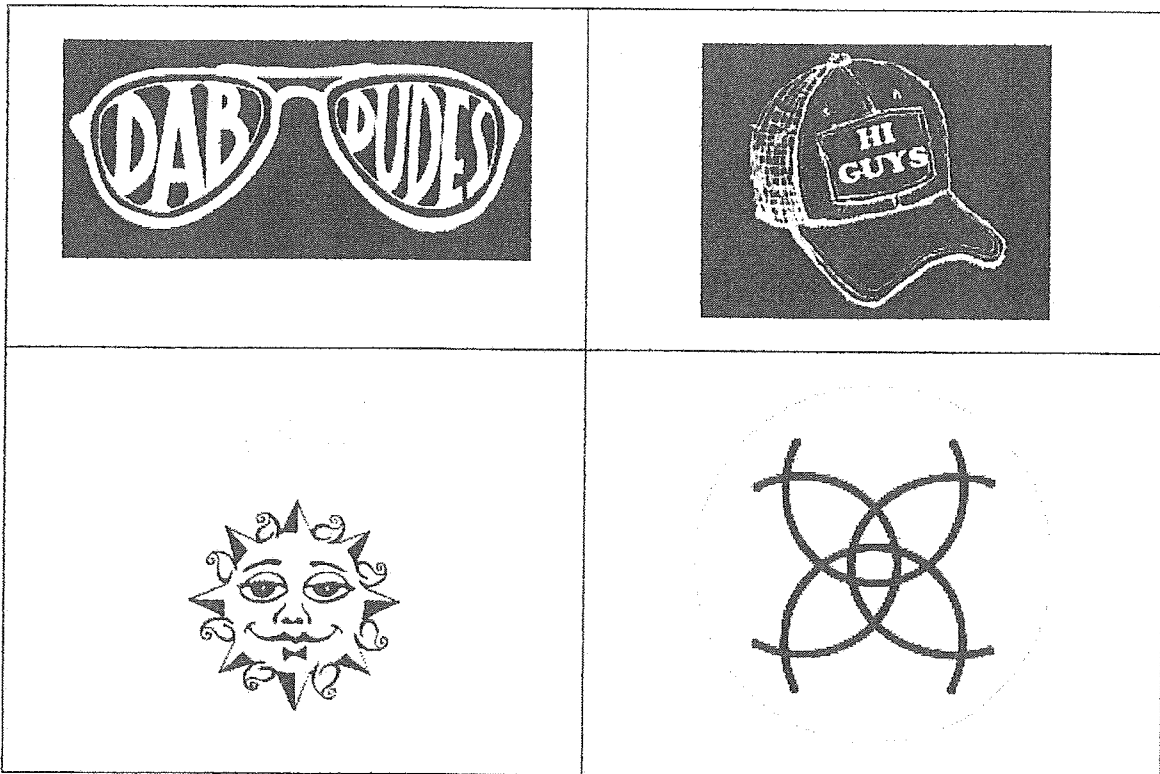
SCHEDULE 2

TRADEMARKS

Standard Character Marks:

COWLITZ COUNTY CANNABIS CULTIVATION
DAB DUDES
HI GUYS
COWLITZ GOLD
THE WORKING MAN'S WEED

Stylized/Design Marks: (absent specific claims to color)



Registrations and pending applications:

Listed on Schedule 2(A)



SCHEDULE 3

TERRITORY

The Territory shall be:

1. State of Washington

SCHEDULE 4

APPROVED ENTITIES

COWLITZ COUNTY CANNABIS CULTIVATION INC. (WA UBI: 603 434 701)