LEASE PURCHASE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Lease Purchase, Assignment and Assumption Agreement (the "**Agreement**") is made as of May _/7_, 2018 ("**Effective Date**"), by and among Svenson & Svenson Liquidators, Inc., a Washington corporation ("**Assignor**"), and Green Star Biosciences Inc., an Alberta corporation ("**Assignee**").

RECITALS

A.   Pursuant to that certain written Lease Agreement dated October 15, 2014 (the "**Lease**"), Assignor, as tenant, is leasing from Angel Industrial LLC, a Washington limited liability company ("**Landlord**"), certain premises, commonly known as 1445 Industrial Way, Building 19B, Longview, Washington 98632, the legal description of which is set forth in the Lease Agreement, attached hereto and incorporated herein as **Exhibit A** (the "**Premises**").

B.   Landlord has previously consented to the assignment of the Lease. Landlord's consent is attached hereto and incorporated herein as **Exhibit B**.

C.   Pursuant to that certain written Sublease Agreement dated October 22, 2014 (the "**Sublease**"), Assignor, as sublandlord, is leasing the Premises to Cowlitz County Cannabis Cultivation Inc., a Washington corporation ("**Subtenant**"), as subtenant. The Sublease is attached hereto as **Exhibit C**.

AGREEMENT

Now, therefore, in consideration of the foregoing premises, the consideration set forth in this Agreement, including the Purchase Price, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to assign all of its rights under the Lease to Assignee and Assignee agrees to assume, from and after the Effective Date, the tenant's obligations under the Lease, subject to the following terms, covenants and agreements of the parties:

1.   On or before the Effective Date, Assignee shall pay to Assignor the sum of Five Hundred Thousand Dollars ($500,000) (the "**Purchase Price**") as consideration for the purchase of the Lease.

2.   Upon receipt of the Purchase Price, Assignor assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lease. Such assignment shall be effective as of the Effective Date. The Lease may not be further assigned without the prior written consent of Landlord pursuant to the terms of the Lease.

3.   Assignee accepts the assignment of the Lease. From and after the Effective Date, and for the benefit of both Assignor and Landlord, Assignee hereby assumes all obligations of Assignor under the Lease and shall be liable for the payment of rents and performance of all terms, covenants and conditions of the Lease (collectively, the "**Lease Obligations**"). From and after the Effective Date, Assignee shall hereafter pay all rents to Landlord in accordance with the terms of the Lease.

4.   If the Effective Date is not the first of a month, then Assignee and Assignor shall prorate the rent for the month of the Effective Date, based upon the Effective Date and the number of days in that month before and after that Effective Date. Assignee shall be responsible for the portion of the rent due on and after the Effective Date.

5.   Assignor also hereby assigns, transfers, and conveys unto Assignee, its successors and assigns, all of Assignor's rights and obligations under the Sublease.

6.   Assignee accepts the assignment of the Sublease. From and after the Effective Date, and for the benefit of both Assignor and Subtenant, Assignee hereby assumes all rights and obligations of Assignor under the Sublease and shall be liable for the performance of all terms, covenants and conditions of the Sublease (collectively, the "**Sublease Obligations**"). From and after the Effective Date, Assignee shall hereafter be entitled to collect all rents due to sublandlord in accordance with the terms of the Sublease (the "**Sublease Rent**").

7.   If the Effective Date is not the first of a month, then Assignee and Assignor shall prorate the Sublease Rent for the month of the Effective Date, based upon the Effective Date and the number of days in that month before and after the Effective Date. Assignee shall be entitled to the Sublease Rent which is applicable to the Effective Date and after.

8.   Assignor shall indemnify and defend Assignee, and hold Assignee harmless, from and against any and all liabilities, damages, costs, and expenses (collectively, "**Losses**") suffered by Assignee arising out of or resulting from any and all claims, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees, which arise out of the Lease, Lease Obligations, Sublease or Sublease Obligations and relate to the period prior to the Effective Date.

9.   Assignee shall indemnify and defend Assignor, and hold Assignor harmless, from and against any and all Losses suffered by Assignor arising out of or resulting from any and all claims, liabilities, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees, which arise out of the Lease, Lease Obligations, Sublease, or Sublease Obligations with respect to the period on or after the Effective Date. Assignee shall also indemnify and defend Cameron Svenson and Blake Svenson (together, "**Guarantors**"), and hold Guarantors harmless, from any Losses suffered by Guarantors arising out of or resulting from any and all claims, liabilities, obligations, costs and expenses, including, without limitation, attorneys' fees, which arise out of the Lease or Lease Obligations or the guaranty signed by the Guarantors on October 22, 2014 (the "**Guaranty**") and relate to the period on or after the Effective Date. Further, the initial term referenced in the Lease shall not be altered or extended by Assignee, nor shall Assignee exercise any option to extend the Lease, without first securing from the Landlord a complete release of the Guarantors' existing Guaranty.

10. Concurrently with this Agreement, Assignee shall deposit $60,000 (the "**Deposit**") into an account designated by the Guarantors to be held in escrow until the earlier of (a) termination of the Lease, or (b) release by the Landlord of the Guarantors of their obligations under the Guaranty. The Guarantors shall be entitled to draw on the Deposit solely for the purposes of paying and satisfying Losses suffered by Guarantors arising out of or resulting from claims, liabilities, obligations, costs and expenses, including, without limitation, attorneys' fees, which arise out of the Lease, Lease Obligations or the Guaranty. Any amount of the Deposit remaining, and not subject to claims thereon, upon termination of the Lease or release of the Guaranty, shall be returned to the Assignee.

11. Except as set forth herein, the Lease and Sublease remain in full force and effect.

12. A failure by Assignor or Assignee to comply with any of the terms or conditions of this Agreement shall constitute a default under the Agreement; provided, however, that each party shall have not less than ten (10) days following written notice to cure any non-compliance.

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject, however, to all restrictions on assignment and subletting contained in the Lease or in this Agreement, or both. In the event of any litigation or other legal proceeding between the parties to enforce or interpret this Agreement, the prevailing party shall recover all costs, litigation expenses, and reasonable attorney's fees incurred by that prevailing party, whether such fees and expenses are incurred in trial court, on appeal, in bankruptcy court or in any other legal proceeding.

14. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior statements, representations, warranties or covenants made by any party except as expressly set forth herein.

15. This Agreement shall be governed by and construed under the laws of the State of Washington, without regard to its conflict of laws principals.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photocopies, facsimile, and electronically submitted copies of the parties' signatures shall be treated as originals.

[Signature page follows]

[Signature Page to Lease Purchase, Assignment and Assumption]

DATED as of the first date written above.

ASSIGNOR:

        Svenson & Svenson Liquidators Inc.,
        a Washington corporation

        Cameron Svenson
        By: Cameron Svenson
        Its: President

STATE OF WASHINGTON   )
) ss
COUNTY OF King   )

I certify that I know or have satisfactory evidence that Cameron Svenson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ___President___ of Svenson & Svenson Liquidators, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

                           Signature

                           Christian C. Weinmann
                           Print Name
                           NOTARY PUBLIC in and for the State of
                           Washington, residing at Seattle.
                           My commission expires 9/9/19.

[Notary seal: CHRISTIAN C. WEINMANN — COMMISSION EXPIRES — NOTARY PUBLIC — 9-9-19 — STATE OF WASHINGTON]

[Signature Page to Lease Purchase, Assignment and Assumption]

ASSIGNEE:

Green Star Biosciences Inc.,
an Alberta corporation

By: ~~Ralph Olse~~
Its: ~~President~~

STATE OF ~~WASHINGTON~~ Colorado)
) ss
COUNTY OF Douglas)

I certify that I know or have satisfactory evidence that Ralph O. Olson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Green Star Biosciences, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____
Signature

Denise B. Gonske
_____
Print Name
NOTARY PUBLIC in and for the State of
Colorado ~~Washington~~, residing at 13151 S Parker Rd Parker CO 80134
My commission expires 8-13-2018

DENISE B GONSKE
Notary Public – State of Colorado
Notary ID 19934012197
My Commission Expires Aug 13, 2018