

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated March 16, 2018 (the "Closing Date")

BETWEEN :

ESC Hughes Holdings Ltd, a [company existing under the laws of Ireland]

(the "Seller")

- and -

LIFTED CANNABIS INC., a corporation incorporated under the laws of Ontario

(the "Buyer")

CONTEXT:

- A. The Seller is the sole owner of the domain names <EveryoneDoesIt.com>, <NamasteVaporizers.com>, <DistributionGoods.com> and <LeafScience.com> (each a "Domain Name" and together, the "Domain Names"), and a number of assets associated with the Domain Names as set out in **Schedule A** to this agreement (together with the Domain Names, the "Purchased Assets").
- B. The Seller wishes to sell, and the Buyer wishes to purchase, the Purchased Assets.

THEREFORE, the parties agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Agreement of Purchase and Sale

By executing and delivering this agreement, the Buyer and Seller agree that, subject to the terms and conditions of this Agreement, the Seller will now sell and the Buyer will now purchase, as of and with effect from the opening of business on this, the Closing Date, all of its right, title, and interest in the Purchased Assets, including the goodwill associated therewith and the rights to sue for past infringements and to retain any damages as a result of such actions.

1.2 Non-Assumption of Obligations

Effective as of, and with effect from the opening of business on this, the Closing Date, the Buyer will assume, pay when due, perform and discharge the liabilities and obligations of the Seller in connection with the accounts payable, owing or accruing due in connection with the Purchased Assets and all liabilities and obligations accruing or due after the opening of business on the Closing Date under or with respect to the Purchased Assets, and no other liabilities or obligations of the Seller. The Seller will indemnify and hold harmless the Buyer from and against all loss, costs or damages which the Buyer may suffer after the Closing Date as a result of the assertion against the Buyer by any person, firm or corporation of any failure or alleged failure of the Seller to perform or satisfy any of its liabilities or obligations other than those assumed by the Buyer under this agreement.

1.3 Deliveries

Contemporaneously with the execution of this agreement, the Buyer and Seller agree to deliver to each other the following:

- (a) The Seller shall deliver to the Buyer the trademark assignment agreement executed by the Seller attached hereto as **Schedule B**.
- (b) The Seller shall deliver to the Buyer the domain name assignment agreement attached hereto as **Schedule C**.
- (c) The Buyer and Seller agree to deliver such other instruments of assignment and transfer as are reasonably required to effect the transfer to the Buyer of all of the Seller's right, title, and interest in and to the Purchased Assets in accordance with this agreement, in a form reasonably satisfactory to the Buyer.

ARTICLE 2 PURCHASE PRICE

2.1 Amount of Purchase Price

The total aggregate purchase price payable by the Buyer to the Seller for the Purchased Assets (the "Purchase Price") will be **[\$350,000, to be satisfied by the issuance of 35 million common shares of the Buyer, at a deemed price of \$0.01 per share]** (the "Consideration Shares").

2.2 Payment of Purchase Price

The Buyer will now satisfy the Purchase Price by delivering to the Seller original share certificates representing the Consideration Shares set out in Section 2.1.

2.3 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets in accordance with the provisions listed in Exhibit 2.3. The Seller and the Buyer will cooperate in filing any elections under the *Income Tax Act* (Canada) (the "ITA") and other taxation statutes as is necessary to give effect to this allocation for tax purposes. The Seller and the Buyer will prepare and file their tax returns in a manner consistent with that allocation and those elections.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations and Warranties

The Seller represents and warrants to the Buyer that:

- 3.1.1 the Seller is a **[company]** duly incorporated and validly existing under the laws of Ireland;
- 3.1.2 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action on the part of the Seller;
- 3.1.3 the Seller is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be

violated, contravened or infringed by the execution and delivery of this agreement by the Seller or the performance of its obligations under this agreement;

3.1.4 the Seller owns, possesses and has good and marketable title to all of the Purchased Assets to be purchased under this agreement, free and clear of all liens, charges and encumbrances (other than liens for current taxes not yet due), and the Seller has the absolute and exclusive right to sell the Purchased Assets to the Buyer as contemplated by this agreement;

3.1.5 the Domain Names have been and continue to be properly registered with the Seller as the registrant pursuant to a valid domain name registration agreement, and the Seller is the sole and exclusive registrant and has the unrestricted right and capacity to transfer the Domain Names to the Buyer;

3.1.6 the Seller is not in breach of any such domain name registration agreements and all fees in respect of the Domain Names have been paid in a timely fashion and are up-to-date;

3.1.7 the Seller has not granted to any person any interest whatsoever, including by way of license, security interest or any other right, encumbrance or obligation, whether written, oral, express or implied, in and to the Purchased Assets;

3.1.8 there is no action, litigation or other proceeding in progress, pending or threatened against the Seller;

3.1.9 the Seller is a non-resident of Canada for purposes of the ITA; and

3.1.10 the Seller is an accredited investor, or its equivalent, in accordance with the securities laws of its jurisdiction of incorporation.

3.2 Buyer's Representations and Warranties

The Buyer represents and warrants to the Seller that:

3.2.1 the Buyer is a corporation duly incorporated and validly existing under the laws of Ontario;

3.2.2 the execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action on the part of the Buyer; and

3.2.3 the Buyer is not party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this agreement by the Buyer or the performance of its obligations under this agreement.

ARTICLE 4 COVENANTS

4.1 Personal Information—Post-Closing

The Buyer covenants that it will:

4.1.1 use and disclose any personal information transferred to it under the terms of this agreement solely for the purposes for which that personal information was collected or permitted to be used or disclosed before the transaction was completed; and

4.1.2 neither use nor disclose any of that personal information for any purpose for which its use and disclosure was not permitted before the Closing Date.

The obligations imposed by this Section 4.1 will be perpetual.

ARTICLE 5 SURVIVAL AND NOTICE

5.1 Survival

All of the representations, warranties and covenants in this agreement will survive the closing.

5.2 Time Limits for Notice

5.2.1 Subject to Section 5.2.2, no action in court with respect to a breach of any provision of this agreement may be brought unless the party bringing the action notifies the other party of its intent to do so within 3 months of the Closing Date.

5.2.2 An action in court for the breach of Section 4.1 may be brought at any time.

ARTICLE 6 GENERAL

6.1 Governing Law

This agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

6.2 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this agreement except as specifically set out in this agreement. No party has been induced to enter into this agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this agreement.

6.3 Time of Essence

Time is of the essence in all respects of this agreement.

6.4 Further Assurances

Each of the parties, upon the request of the other party, whether before or after the Closing Date, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete and give full effect to the transactions contemplated by this agreement.

6.5 Assignment and Enurement

Neither this agreement nor any right or obligation under this agreement may be assigned by either party without the prior consent of the other party. This agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

6.6 Counterparts and Electronic Delivery

This agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Remainder of page left blank; signature page follows

Each of the parties has executed and delivered this agreement as of the date noted at the beginning of the agreement.

ESC HUGHES HOLDINGS LTD

Per: "David Hughes"
Name: David Hughes
Title: President

LIFTED CANNABIS INC.

Per: "Adrian Vicovan"
Name: Adrian Vicovan
Title: President

**SCHEDULE A
PURCHASED ASSETS**

1. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** websites and all content thereon;
2. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** customers list (500,000 names);
3. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** supplier agreements;
4. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** hosting and email accounts;
5. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** domains;
6. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** Facebook account;
7. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** Twitter account;
8. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** Google Analytics account;
9. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** Google AdWords account;
10. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** Google Webmaster Tools account;
11. Goodwill associated with the Purchased Assets;
12. All telephone and fax numbers;
13. The domain names "**EveryoneDoesIt.com**", "**NamasteVaporizers.com**", "**DistributionGoods.com, LeafScience.com**";
14. **EveryoneDoesIt.com, NamasteVaporizers.com, DistributionGoods.com, LeafScience.com** logos, slogans, trademarks, trade secrets; and
15. All books and records of the Seller relating to the Purchased Assets, to persons employed in respect thereto, to the Purchased Assets and to any assumed liabilities, including all purchase orders, invoices, items of payment, correspondence, internal memoranda, forecasts, price lists, sales records, personnel records, financial records and other written or printed materials relating thereto.