

LOAN AGREEMENT

FOR VALUE RECEIVED, Cannaoone Technologies Inc., (the “**Borrower**”), hereby promises to pay to 0714556 BC Limited (the “**Lender**”) or registered assigns or successors in interest, on order, an amount of \$100,000 CAD based on the actual amount of funds outstanding at the specified re-payment date as herein defined, in lawful money of Canada, together with any accrued and unpaid interest hereon, on July 31, 2023 (the “**Maturity Date**”) if not sooner paid.

The following terms shall apply to this Loan:

ARTICLE I INTEREST & AMORTIZATION

1.1 Availability. The Borrower hereby acknowledges and agrees that the availability of the loan of \$100,000 CAD by the Lender to the Borrower will be made at/ before July 31, 2018, such date of the actual advance of the loan as will be dependent on the specific date requested by the Borrower.

1.2 Interest-Free Period. The loan will have a defined “interest-free period” from the actual date of advancement – July 31, 2021 (the “Interest Free Loan Period”).

1.3 Rate. At the completion of the Interest Free Loan Period, such date being July 31, 2021, interest payable on this Loan shall then begin to accrue at a rate per annum (the “Interest Rate”) equal to “0.5%”/ month from this (the “Interest Period Start Date”). Interest shall then be (i) calculated daily on the basis of a 360-day year, and (ii) payable in full along with the principal, at the “**Maturity Date**”.

1.4 Currency. All principal, interest and other amounts owing under this Loan, in accordance with their terms, are paid in cash shall be paid in US dollars. All amounts denominated in other currencies shall be converted in the US dollar equivalent amount in accordance with the Exchange Rate on the date of calculation. “Exchange Rate” means, in relation to any amount of currency to be converted into US dollars pursuant to this Loan, the US dollar exchange rate as published in the Wall Street Journal on the relevant date of calculation.

1.4 The obligations of the Borrower under this Article I shall survive the termination of this Loan and the payment of the Loan and all other amounts payable hereunder.

ARTICLE II EVENTS OF DEFAULT AND DEFAULT RELATED PROVISIONS

2.1 Events of Default. The Event of Default is defined as the non-payment in full of the principal and interest due at the Maturity Date thereby being an event of default (“**Event of Default**”) hereunder.

2.2 Default Interest. Following the occurrence of an Event of Default, that being non-payment in full of the entire Principal and Interest due at the Maturity Date, the Borrower will then be charged an additional interest rate of 1%/ month payable on the total amount of principal and interest still due and outstanding as unpaid at the Maturity Date (“**Default Interest**”).

**ARTICLE III
MISCELLANEOUS**

3.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Lender hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

3.2 Notices. Any notice herein required or permitted to be given shall be in writing and shall be deemed effectively received: (a) upon personal delivery to the party notified, (b) when sent by confirmed email or facsimile if sent during normal business hours of the recipient, if not, then on the next business day or (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

3.3 Amendment Provision. The term “**Loan**” and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

3.4 Assignability. This Loan shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns, and may be assigned by the Lender. This Loan shall not be assigned by the Borrower without the consent of the Lender.

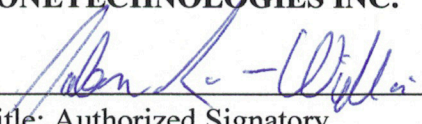
3.5 Governing Law. This Loan shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the courts of the Province of British Columbia. Both parties and the individual signing this Loan on behalf of the Borrower agree to submit to the jurisdiction of such courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney’s fees and costs.

3.6 Construction. Each party acknowledges that its legal counsel participated in the preparation of this Loan and, therefore, stipulates that the rule of construction that ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Loan to favor any party against the other.

3.7 Cost of Collection. If default is made in the payment of this Loan, the Borrower shall pay to Lender reasonable costs of collection, including reasonable legal fees.

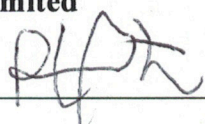
IN WITNESS WHEREOF, the Borrower has caused this Loan to be signed in its name effective as of this 20th day of June 2018.

CANNAONETECHNOLOGIES INC.

By: 
Title: Authorized Signatory

The "Borrower"

0714556 BC Limited

By: 

Title: Authorized Signatory

The "Lender"

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