SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "**Agreement**"), dated as of March 24, 2022, is entered into between **1015712 B.C. Ltd.**, a British Columbia corporation ("**Vendor**") and **TREES CORPORATION**, a corporation amalgamated under the *Canada Business Corporations Act* ("**Purchaser**"). Capitalized terms used in this Agreement have the meanings given to such terms herein, as such definitions are identified by the cross-references set forth in Exhibit A attached hereto.

RECITALS

WHEREAS, Vendor owns all the issued and outstanding shares (the "**Shares**") in the capital of **11391461 CANADA LTD.**, a corporation incorporated under the *Canada Business Corporations Act* (the "**Corporation**");

WHEREAS, Vendor and the Corporation are party to an asset transfer agreement dated the date hereof (the "**IP Transfer Agreement**") pursuant to which the Vendor transferred the trademarks set out in Exhibit B (the "**IP Assets**") to the Corporation in consideration of the issuance to the Vendor of 100 Class B Voting Common Shares of the Corporation; and

WHEREAS, Vendor wishes to sell to Purchaser, and Purchaser wishes to purchase from Vendor, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Vendor shall sell to Purchaser, and Purchaser shall purchase from Vendor, the Shares, free and clear of any adverse claim, lien, pledge, mortgage, security interest, charge, claim or other similar encumbrance (each, an "**Encumbrance**").

Section 1.02 Purchase Price. The aggregate purchase price for the Shares shall be $266.999.00 (the "**Purchase Price**") and shall be satisfied in full by the issuance to the Vendor of 5,933,333 common shares in the capital of Purchaser (the "**Consideration Shares**").

ARTICLE II
CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement on the date hereof (the "**Closing Date**") remotely by exchange of documents and signatures (or their electronic counterparts). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. (Vancouver time) on the Closing Date.

Section 2.02 Vendor Closing Deliverables. At the Closing, Vendor shall deliver to Purchaser the following:

(a) Share certificates evidencing the Shares, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank.

(b) A certificate of the Secretary (or other officer) of Vendor certifying: (i) that attached thereto are true and complete copies of all resolutions of the board of directors of Vendor authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions are in full force and effect; and (ii) that attached thereto are true and complete copies of the constating documents of the Corporation, including any amendments or restatements thereof, and that such governing documents are in full force and effect.

(c) The minute book of the Corporation.

(d) Resignations, and releases in favour of the Corporation, signed by each director and officer of the Corporation.

(e) Certificate of status or good standing for the Corporation dated within two days of the Closing Date.

Section 2.03 Purchaser's Closing Deliverables. At the Closing, Purchaser shall deliver the following to Vendor:

(a) A share certificate or direct registration statement evidencing the Consideration Shares.

(b) A certificate of the Secretary (or other officer) of Purchaser certifying: (i) that attached thereto are true and complete copies of all resolutions of the board of directors of Purchaser authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions are in full force and effect.

(c) A copy of the *Form 10 – Notice of Acquisition* as filed with the NEO Exchange.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF VENDOR

Except as set forth in the Disclosure Schedules, Vendor represents and warrants to Purchaser that the statements contained in this ARTICLE III are true and correct as of the date hereof. For purposes of this ARTICLE III, "**Knowledge of Vendor**," "**Vendor's Knowledge**," and any similar phrases shall mean the actual knowledge of Alex Robb and Dadmehr Naimi, after due inquiry into records, and with personnel, of the Vendor's business.

Section 3.01 Corporate Status and Authorization of Vendor. Vendor is a corporation incorporated and validly existing under the Laws of British Columbia and has not been discontinued or dissolved under such Laws. Vendor has the corporate power and capacity to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Vendor of this Agreement, the performance by Vendor of its obligations hereunder and the consummation by Vendor of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Vendor. This Agreement has been duly executed and delivered by Vendor and constitutes a legal, valid and binding obligation of Vendor, enforceable against Vendor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

Section 3.02 Corporate Status, Authorization and Extra-Provincial Registrations of the Corporation. The Corporation is a corporation incorporated and validly existing under the Laws of Canada and has not been discontinued or dissolved under such Laws. The Corporation has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it is currently conducted. The Corporation is duly licensed or registered to carry on business in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or registration necessary.

Section 3.03 Capitalization.

(a) The authorized capital of the Corporation consists of an unlimited number of Class A Voting Common Shares, an unlimited number of Class B Voting Common Shares, an unlimited number of Class C Non-Voting Common Shares, an unlimited number of Class D Non-Voting Common Shares, and an unlimited number of Class P Non-Voting Preferred Shares of which 100 Class A Voting Common Shares and 100 Class B Voting Common Shares are issued and outstanding and constitute the Shares. All of the Shares have been duly authorized, are validly issued, fully paid and non-assessable, and Vendor is the registered and beneficial owner of the Shares, free and clear of all Encumbrances.

(b) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the shares or other securities of the Corporation or obligating Vendor or the Corporation to issue or sell any shares of, or any other interest in, the Corporation. The Corporation does not have outstanding or authorized any share appreciation, phantom share, profit participation or similar rights. There are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements, other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

Section 3.04 No Subsidiaries. The Corporation does not own, or have any interest in, any shares or have another ownership interest in any other corporation, partnership, joint venture, limited liability company, unincorporated organization, trust, association or other entity.

Section 3.05 Corporate Records. The Corporation’s minute books as provided to the Purchaser are complete and accurate in all respects, have been maintained in accordance with applicable Laws and contain true and complete copies of all of its articles, meeting minutes and written resolutions of its directors and shareholders, registers of security holders and transfers of securities. All directors’ and shareholders’ meetings were duly called and held.

Section 3.06 No Conflicts; Consents. The execution, delivery and performance by Vendor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any provision of the articles of Vendor or of the articles of incorporation of incorporation or by-laws of the Corporation; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Vendor or the Corporation; (c) require the consent, notice or other action by any Person under, violate or conflict with, or result in the acceleration of any contract; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority. For purposes of this Agreement: (i) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitutional, treaty, common law or other requirement or rule of law of any Governmental Authority; (ii) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; (iii) "**Governmental Authority**" means any federal, provincial, territorial, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction; (iv) "**Person**" means an individual, corporation, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity; and (v) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change, or a series of related occurrences, facts, conditions or changes, that is, or are, materially adverse to the business, results of operations, financial condition or assets of the Corporation, taken as a whole.

Section 3.07 Business Activities. Since its incorporation, the Corporation has not conducted any business activities and has no assets or liabilities, obligations or commitments or any nature whatsoever (accrued or unaccrued, contingent, etc.) other than pursuant to the IP Transfer Agreement.

Section 3.08 Intellectual Property. The Corporation is the sole owner and has good and marketable title to the IP Assets free and clear of any and all Encumbrances. None of the former or present employees, officers, directors or contractors of the Corporation or the Vendor holds any right, title or interest, directly or indirectly, in whole or part, in or to any of the IP Assets and none of them and no third party has asserted any claim with respect to the Intellectual Property. The Corporation has the exclusive right to use all of the IP Assets and neither it nor the Vendor has granted any licence or other rights to any person in respect of the IP Assets, except pursuant to the licence agreement between the Purchaser to the Vendor to be entered upon the completion of the transactions contemplated herein and except for any and all use of the IP Assets by the Purchaser prior to the date hereof, including, but not limited to the License Agreement dated September 7, 2021. There are no restrictions on the ability of the Corporation to use and exploit all rights in the IP Assets. To the Vendor's Knowledge, the use by the Corporation of the IP Assets does not infringe any intellectual property rights of any other Person or contravene any applicable Law or Governmental Order and, to the Vendor's Knowledge, no Person has infringed or breached any rights of the Corporation (or the rights of the Vendor as the predecessor owner of the IP Assets) in and to the IP Assets. There have been no claims, applications, disputes, oppositions or proceedings in relation to the IP Assets.

Section 3.09 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, suits, investigations or other legal proceedings (collectively, "**Actions**") pending or, to Vendor's knowledge, threatened against or by the Corporation affecting any of its properties or assets (or by or against Vendor or any Affiliate thereof and relating to the Corporation), challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. For purposes of this Agreement: (x) "**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; and (y) 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) There are no outstanding Governmental Orders against or affecting the Corporation or any of its properties or assets.

Section 3.10 Compliance with Laws; Permits.

(a) The Corporation is in compliance with all Laws applicable to it or its business, properties or assets.

(b) All permits, licences, franchises, approvals, authorizations and consents required to be obtained from Governmental Authorities (collectively, "**Permits**") for the Corporation to conduct its business have been obtained and are valid and in full force and effect.

Section 3.11 Employment Matters.

(a) The Corporation has never employed any employees.

Section 3.12 Taxes.

(a) All returns, declarations, reports, information returns, elections, statements and other documents required to be filed by the Corporation with respect to Taxes (including amended returns and claims for refund) (collectively, "**Tax Returns**") required to be filed on or before the Closing Date by the Corporation have been or will be, timely filed. All material Taxes due and owing by the Corporation have been paid or accrued. “**Tax**” and "**Taxes**" mean all federal, provincial, territorial, local, foreign and other income, gross receipts, sales, use, production, goods and services, harmonized sales, ad valorem, transfer, franchise, registration, profits, licence, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

(b) All material Taxes which the Corporation is obligated to withhold and remit from amounts owing to any employee, creditor, customer, shareholder or third party have been paid or accrued.

(c) No agreements, arrangements, extensions or waivers of limitation periods have been given or requested with respect to any Taxes or Tax Return of the Corporation.

(d) The Corporation is not a party to any action, assessment, reassessment, claim, investigation or other legal proceeding by any taxing authority.

(e) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Corporation.

(f) The Corporation is not a party to any Tax indemnity, Tax sharing or Tax allocation agreement.

(g) Vendor is not a non-resident of Canada within the meaning of the Tax Act.

(h) The representations and warranties set forth in this Section 3.12 are Vendor's sole and exclusive representations and warranties regarding Tax matters.

Section 3.13 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Vendor.

Section 3.14 Disclosure Record. The Vendor has had the ability to review and has reviewed the disclosure documents of the Purchaser as filed on SEDAR under the Purchaser’s SEDAR profile at www.sedar.com.

Section 3.15 No Other Representations and Warranties. Except for the representations and warranties contained in this Section 3.15 (including the related portions of the Disclosure Schedules), none of Vendor, the Corporation or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Vendor or the Corporation, including any representation or warranty as to the accuracy or completeness of any information regarding the Corporation furnished or made available to Purchaser and any information, documents or material made available to Purchaser in Vendor's virtual data room or any management presentations made in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Corporation, or any representation or warranty arising from statute or otherwise in law.

Section 3.16 Securities Laws. The Corporation is a “private issuer” as that term is defined in section 2.4(1) of National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators.

ARTICLE IV
Representations and Warranties of Purchaser

Purchaser represents and warrants to Vendor that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Corporate Status and Authorization of Purchaser. Purchaser is a corporation duly amalgamated and validly existing under the Laws of Canada. The execution and delivery by Purchaser of this Agreement, the performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser, and this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the Articles and by-laws of Purchaser; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Purchaser; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which Purchaser is a party, or (d) except for the NEO Exchange, require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority; except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a Material Adverse Effect.

Section 4.03 Valid Issuance. The shares comprising the Consideration Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, fully paid and non-assessable shares in the capital of the Purchaser.

Section 4.04 Reporting Issuer Status. The Purchaser is a "reporting issuer" in the provinces of Alberta and British Columbia within the meaning of applicable securities laws in each of Alberta and British Columbia and the respective regulations made thereunder ("**Applicable Securities Laws**") and is not in default of any material requirement of Applicable Securities Laws. The Purchaser's common shares are listed on the NEO Exchange.

Section 4.05 Listing Approval. The NEO Exchange has accepted notice of the transaction contemplated by this Agreement.

Section 4.06 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

Section 4.07 Legal Proceedings. There are no Actions pending or, to Purchaser's knowledge, threatened against or by Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.08 Independent Investigation. Purchaser has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Corporation, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Vendor and the Corporation for such purpose. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of Vendor set forth ARTICLE III; and (b) none of Vendor, the Corporation or any other Person has made any representation or warranty as to Vendor, the Corporation or this Agreement, except as expressly set forth in ARTICLE III.

ARTICLE V
Covenants

Section 5.01 Director and Officer Indemnification.

(a) Purchaser agrees that all rights to indemnification, advancement of expenses and exculpation by the Corporation now existing in favour of each Person who is now, or has been at any time before the date hereof or who becomes before the Closing Date, an officer or director of the Corporation, as provided in the Articles or by-laws of the Corporation shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms, provided that the Corporation shall not have any obligation to indemnify, advance expenses to or exculpate any such Person to the extent that such obligations relate to any breach by the Vendor of a representation or warranty given herein.

(b) The obligations of Purchaser under this Section 5.01 shall not be terminated or modified in such a manner as to adversely affect any director or officer to whom this Section 5.01 applies without the consent of such affected director or officer (it being expressly agreed that the directors and officers to whom this Section 5.01 applies shall be third-party beneficiaries of this Section 5.01, each of whom may enforce the provisions of this Section 5.01).

(c) If Purchaser, the Corporation or any of their respective successors or assigns transfers all or substantially all its properties to any Person, then such entities shall use commercially reasonable efforts so that the successors and assigns of Purchaser or the Corporation, as the case may be, shall assume all of the obligations set forth in this Section 5.01.

Section 5.02 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall co-operate as to the timing and contents of any such announcement.

Section 5.03 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 5.04 Tax Returns. The Purchaser will cause all Tax Returns required to be filed after the Closing Date by the Corporation with respect to any period ending before or on the Closing Date to be timely filed by the Corporation.

Section 5.05 Confidentiality. This Agreement, all the transactions contemplated hereby and all information respecting the business and affairs of each of the Parties that the other Party becomes aware of in connection with the transactions contemplated herein shall remain strictly confidential between the Parties and shall not, without the prior consent of the other Party, be disclosed to any Person or entity except: (i) where it is required to be disclosed pursuant to a provision of this Agreement or Applicable Laws or a Court order issued by a Canadian court; (ii) as may be appropriate to disclose to a Party's professional advisors; (iii) to third parties in respect of potential purchase or financial transactions, and (iv) as may be required to enforce this Agreement. In the event of (ii) or (iii) above, such Persons must agree in advance of disclosure to maintain the strict confidentiality of this Agreement. Each Party shall be liable to the other Party for all breaches of this provision by itself or any of the Persons to whom it discloses any confidential information. Without limiting the generality of the foregoing, the provisions of this Section shall not merge into or be extinguished by or otherwise in any way affected by the completion of the transactions contemplated herein and shall survive the completion of the transactions contemplated herein.

ARTICLE VI
Indemnification

Section 6.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 24 months from the Closing Date. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

Section 6.02 Indemnification by Vendor. Subject to the other terms and conditions of this Section 6.02, Vendor shall indemnify Purchaser against, and shall hold Purchaser harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, Purchaser based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Vendor set out in this Agreement; or

(b) any breach or non-fulfilment of any covenant, agreement or obligation to be performed by Vendor under this Agreement.

Section 6.03 Indemnification by Purchaser. Subject to the other terms and conditions of this Section 6.03, Purchaser shall indemnify Vendor against, and shall hold Vendor harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Vendor based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Purchaser set out in this Agreement; or

(b) any breach or non-fulfilment of any covenant, agreement or obligation to be performed by Purchaser under this Agreement.

Section 6.04 Certain Limitations. The party making a claim under this ARTICLE VI is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this ARTICLE VI is referred to as the "**Indemnifying Party**". The indemnifications provided for in Section 6.02 and Section 6.03 shall be subject to the following limitations:

(a) The aggregate amount of all Losses for which an Indemnifying Party shall be liable under Section 6.02 or Section 6.03, as the case may be, shall not exceed 100% of the Purchase Price.

(b) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, exemplary, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

Section 6.05 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. Such notice by the Indemnified Party shall: (a) describe the claim in reasonable detail; (b) include copies of all material written evidence thereof; and (c) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defence of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defence of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defence thereof. If the Indemnifying Party does not assume the defence of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defence and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. Vendor and Purchaser shall cooperate with each other in all reasonable respects in connection with the defence of any claim, including: (i) making available records relating to such claim; and (ii) furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such claim. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties for all relevant Tax purposes as an adjustment to the Purchase Price, unless otherwise required by Law.

Section 6.07 Exclusive Remedies. The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this ARTICLE VI. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other party hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this ARTICLE VI. Nothing in this ARTICLE VI shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of fraud by any party hereto.

ARTICLE VII
Miscellaneous

Section 7.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. Any notice, demand, request, consent, approval or other communication (a "**Notice**") which is required or permitted by this Agreement to be given or made by a party must be in writing and:

(a) delivered personally or by courier;

(b) sent by prepaid registered mail; or

(c) transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Notice must be sent to the intended party at its address as follows:

to Vendor at:

c/o Blue Bridge Law
388 Harbour Road #100,
Victoria, BC V9A 3S1
Attention: Alex Robb
E-mail: **[Redacted – Personal Information]**
to Purchaser at:

Trees Corporation

c/o Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9
Attention: Jeffrey Holmgren, President and Melanie Cole
E-mail: **[Redacted – Personal Information]** and mcole@airdberlis.com

or at any other address as the relevant party may advise the other by Notice given or made in accordance with this Section 7.02. Any Notice delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a Business Day then the Notice shall be deemed to have been given or made and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be delivered personally or by courier or transmitted by e-mail or functionally equivalent electronic means of transmission. Any Notice transmitted by e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted provided that, if the Notice is transmitted on a day which is not a Business Day or after 5 p.m. (local time of the receiving party), the Notice shall be deemed to have been given or made and received on the next Business Day. For the purposes of this Section 7.02, the term "Business Day" means any day upon which chartered banks in the Province of British Columbia and Ontario are open for business.

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement 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 representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, any exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Governing Law; Forum. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia without regard for any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia residing in Vancouver, British Columbia in and of this Agreement.

Section 7.08 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 FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

1015712 B.C. LTD.

By *(signed) "Alex Robb"*

Name: Alex Robb

Title: Director

TREES CORPORATION

By *(signed) Jeffrey Holmgren*

Name: Jeffrey Holmgren

Title: President & CFO

EXHIBIT A

DEFINITIONS CROSS-REFERENCE TABLE

The following terms have the meanings set forth in the location in this Agreement referenced below:

Term	**Section**
Actions	Section 3.09(a)
Affiliate	Section 3.09(a)
Agreement	Preamble
Applicable Securities Laws	Section 4.04
Closing	Section 2.01
Closing Date	Section 2.01
Control	Section 3.09(a)
Corporation	Recitals
Encumbrance	Section 1.01
Governmental Authority	Section 3.05
Governmental Order	Section 3.05
Indemnified Party	Section 6.04
Indemnifying Party	Section 6.04
Knowledge of Vendor	ARTICLE III
Law	Section 3.05
Losses	Section 6.02
Material Adverse Effect	Section 3.05
Permits	Section 3.10(a)
Person	Section 3.05
Purchase Price	Section 1.02
Purchaser	Preamble
Shares	Recitals and Section 3.03(a)
Taxes	Section 3.12(h)
Tax Returns	Section 3.12(a)
Vendor	Preamble
Vendor's Knowledge	ARTICLE III

EXHIBIT B
TRADEMARKS

1. REGISTERED TREES LOGO - TMA1,018,344

2. REGISTERED TREES WORD MARK – TMA1,011,993 “TREES”

3. UNREGISTERED TREES WORD MARK “TREES CANNABIS”

4. UNREGISTERED TREES INVERSE LOGO & NAME