

## FORM 9

### **NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES** **(or securities convertible or exchangeable into listed securities<sup>1</sup>)**

Please complete the following:

Name of Listed Issuer: Tree of Knowledge International Corp. (the "Issuer").

Trading Symbol: TOKI.

Date: July 24, 2018.

Is this an updating or amending Notice: ☐ Yes ☒ No

If yes provide date(s) of prior Notices: \_\_\_\_\_.

Issued and Outstanding Securities of Issuer Prior to Issuance: 75,841,534 common shares.

Date of News Release Announcing Private Placement: TBD.

Closing Market Price on Day Preceding the Issuance of the News Release: \$0.65

**1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)**

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$) <sup>(1)</sup>	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date	Describe relationship to Issuer (2)
<i>Physician's Choice CBD, LLC Scottsdale, AZ</i>	40,000	\$0.52	N/A	2.3	0	July 7, 2018	No.
<i>Rino Adamo</i>	75,000	\$0.52	N/A	2.3	0	July 24, 2018	Director
<i>Coronation Holding Corp.</i>	400,000	\$0.52	N/A	2.3	0	July 24, 2018	No

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$) <sup>(1)</sup>	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date	Describe relationship to Issuer (2)
2614175 Ontario Inc.	125,000	\$0.52	N/A	2.3	0	July 24, 2018	No
Synergy Law Group, LLC Chicago, Illinois	8,731	\$1.50	N/A	2.3	0	Settlement Agreement Apr 5, 2018	No
Total	648,731						

(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

<sup>1</sup>An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: N/A
2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. The Issuer is issuing 40,000 to Physican's Choice CBD, LLC pursuant to a Manufacturing Agreement dated July 7, 2018, whereby the Issuer is manufacturing a line of products for distribution by Physician's Choice. Shares issued to Synergy Law Group, LLC are part of settling historical legal fees; Shares issued to Rino Adamo are for consulting work; Shares issued to 2614175 Ontario Inc. and Coronation Holding Corp. are being issued for a combination of services (140,385 shares) and to retire the sum of \$200,000 advanced for the benefit of the Issuer (384,615 shares at \$0.52 per share).
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: N/A.
4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. See attached settlement agreement. The advances made by 2614175 Ontario Inc. and Coronation

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LISTED SECURITIES**

Holding Inc. were advanced in connection with consulting services and a covenant to advance funds, so the debt was not specifically documented.

5. Description of securities to be issued:

- (a) Class Common Shares .
- (b) Number 648,731 .
- (c) Price per security 640,000 at \$0.52 and 8,731 at \$1.50 .
- (d) Voting rights Yes – one vote per share .

6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

- (a) Number \_\_\_\_\_ .
- (b) Number of securities eligible to be purchased on exercise of Warrants (or options) \_\_\_\_\_ .  
\_\_\_\_\_ .
- (c) Exercise price \_\_\_\_\_ .
- (d) Expiry date \_\_\_\_\_ .

7. Provide the following information if debt securities are to be issued:

- (a) Aggregate principal amount \_\_\_\_\_ .
- (b) Maturity date \_\_\_\_\_ .
- (c) Interest rate \_\_\_\_\_ .
- (d) Conversion terms \_\_\_\_\_ .
- (e) Default provisions \_\_\_\_\_ .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):

- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): \_\_\_\_\_ .  
\_\_\_\_\_ .

- (b) Cash\_\_\_\_\_ .
- (c) Securities\_\_\_\_\_ .
- (d) Other \_\_\_\_\_ .
- (e) Expiry date of any options, warrants etc.\_\_\_\_\_ .
- (f) Exercise price of any options, warrants etc.\_\_\_\_\_ .
9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship\_\_\_\_\_ .
10. Describe any unusual particulars of the transaction (i.e. tax “flow through” shares, etc.).
- N/A\_\_\_\_\_ .
11. State whether the private placement will result in a change of control.
- No. \_\_\_\_\_ .
12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. \_\_\_\_\_ .
13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102. Yes \_\_\_\_\_ .

## **2. Acquisition**

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: \_\_\_\_\_ .
2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The

disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: \_\_\_\_

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:
  - (a) Total aggregate consideration in Canadian dollars: \_\_\_\_\_ .
  - (b) Cash: \_\_\_\_\_ .
  - (c) Securities (including options, warrants etc.) and dollar value: \_\_\_\_\_ .
  - (d) Other: \_\_\_\_\_ .
  - (e) Expiry date of options, warrants, etc. if any: \_\_\_\_\_ .
  - (f) Exercise price of options, warrants, etc. if any: \_\_\_\_\_ .
  - (g) Work commitments: \_\_\_\_\_ .
4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).
5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: \_\_\_\_\_ .
6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer <sup>(1)</sup>

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: \_\_\_\_\_ .
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): \_\_\_\_\_ .
  - (b) Cash \_\_\_\_\_ .
  - (c) Securities \_\_\_\_\_ .
  - (d) Other \_\_\_\_\_ .
  - (e) Expiry date of any options, warrants etc. \_\_\_\_\_ .
  - (f) Exercise price of any options, warrants etc. \_\_\_\_\_ .
9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. \_\_\_\_\_ .
10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. \_\_\_\_\_ .

### **Certificate Of Compliance**


The undersigned hereby certifies that:

- 1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
- 2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
- 3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).

4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated July 24, 2018

Michael Caridi  
Name of Director or Senior  
Officer

  
Signature

Chairman & Director  
Official Capacity

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the 5<sup>th</sup> day of April, 2018,

AMONG:

**COURTLAND CAPITAL INC.**, a corporation incorporated under the laws of the Province of Alberta, Canada ("**CCI**");

- and -

**SYNERGY LAW GROUP, LLC**, a limited liability company organized under the laws of the State of Illinois, USA ("**Synergy**");

(CCI and Synergy are hereinafter collectively referred to as the "**Parties**")

### WHEREAS:

- A. Synergy has provided legal services to CCI and has issued to CCI certain invoices with respect to those services in the outstanding principal amount of approximately USD\$79,823.58 (the "**Indebtedness**"), which invoices remain unpaid;
- B. The Parties wish to settle the Indebtedness on the terms and conditions of this agreement (the "**Settlement Agreement**").

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. INTERPRETATION

- (a) Capitalized terms not otherwise defined herein shall have the meanings given to them in the Consulting Agreement.
- (b) Unless otherwise indicated, all dollar amounts referred to herein are in Canadian funds.
- (c) The Schedules to this Settlement Agreement shall be construed with and interpreted as an integral part of this Settlement Agreement. The following Schedules are attached hereto:

Schedule "A" – Form of Release

### 2. SETTLEMENT OBLIGATIONS OF CCI

On or before the close of business on the following dates, CCI shall deliver to Synergy, the following:

- (a) concurrently upon the execution of this Settlement Agreement, the sum of USD\$30,000, by wire transfer;



(b) within 10 business days of the date of listing of the Class A common shares of CCI ("**CCI Shares**") on the Canadian Securities Exchange (the "**Listing Date**"):

- a. the sum of USD\$25,000, by wire transfer; and
- b. the issuance of CCI Shares, registered in the name of Synergy, in an amount equal to USD\$10,000 divided by the closing listing price of such CCI Shares on the Listing Date;

(collectively, the "**Settlement Amounts**"); and

- c. Concurrently with the execution of this Settlement Agreement, CCI shall deliver to TingleMerrett LLP, an executed copy of the Release in the form attached as Schedule "A" hereto, to be held by TingleMerrett LLP in trust pending delivery of the final Settlement Amounts.

### 3. **SETTLEMENT OBLIGATIONS OF SYNERGY**

Concurrently with the execution of this Settlement Agreement, Synergy shall deliver to TingleMerrett LLP, as counsel to CCI, an executed copy of the Release in the form attached as Schedule "A" hereto, to be held by TingleMerrett LLP in trust pending delivery of the final Settlement Amounts.

### 4. **ASSIGNMENT**

Neither this Settlement Agreement nor any rights or obligations hereunder shall be assignable by the parties hereto without the prior written consent of the other parties. This Settlement Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors and permitted assigns.

### 5. **ENTIRE AGREEMENT**

This Settlement Agreement together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

### 6. **WAIVERS**

No modification, waiver or termination of this Settlement Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Settlement Agreement, in whole or in part, shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

### 7. **FURTHER ASSURANCES**

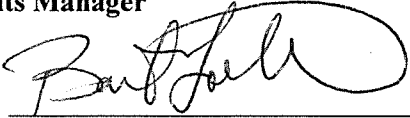
The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Settlement Agreement and carry out its provisions, whether before or after the Closing.

8. **COUNTERPARTS**

This Settlement Agreement may be executed by the parties in separate counterparts (and by facsimile transmission) each of which when so executed and transmitted or delivered shall be an original, but all such counterparts shall together constitute one and the same agreement.

**IN WITNESS WHEREOF** the Parties have caused this Settlement Agreement to be duly executed and effective as of the date first above written.

**SYNERGY LAW GROUP, LLC,**  
**By its Manager**

Per: \_\_\_\_\_

**COURTLAND CAPITAL INC.**

Per: Richard Grass  
Rick Grass  
President

**SCHEDULE "A"**  
**FORM OF RELEASE**

**RELEASE**

**FOR AND IN CONSIDERATION OF** the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and do, for themselves and for each of their respective partners, agents, employees, successors and assigns, affiliates, subsidiaries and associated companies (collectively, hereinafter referred to as the "**Releasors**"), as applicable, hereby remise, release, waive, dismiss and forever discharge the other party and any of its associated and affiliated companies, and all of their respective present and former directors, partners, officers, shareholders, insurers, employees, servants, agents, and their respective successors and assigns, (collectively, the "**Released Parties**") as applicable, of and from any and all manner of actions, causes of action, debts, suits, sums of money, expenses, damages, costs, liabilities, contracts, agreements, warranties, representations, losses, legal or other professional fees, claims and demands whatsoever, whether at law, in equity or under statute, whether known or unknown, suspected or unsuspected, past, present or future that the Lenders (or any person or other entity claiming by, through or in its name) ever had, now has, can, shall or may hereafter have, by reasons of or existing out of any matter, cause, or thing whatsoever, including, without limitation, in respect of all legal fees, disbursements and taxes charged by Synergy Law Group, LLC to Courtland Capital Inc. and for legal work performed by Synergy Law Group for Courtland Capital, Inc.

IT IS FURTHER UNDERSTOOD AND AGREED that each of the parties hereto has been given sufficient time to consider its actions and to seek such legal or other advice as deemed appropriate with respect to the foregoing matters, including this Release. The parties hereto accept the terms of this Release for the purpose of making full and final compromise, adjustment, and settlement of all claims in order to terminate controversy and dispute but not as an admission of liability on the part of or by either party. Further, the parties hereto acknowledge that no representation of fact, opinion, threat, or inducement, of any nature or kind, has been made or given by any party to induce the signing of this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that each of the parties represent and warrant to the other that it has full power and authority to execute and to perform this Release, its duties and obligations contained herein, on behalf of itself and any other person or entity on whose behalf it is executing this Release, and that it is not the subject of any contract, order, or other document that would restrict its authority to lawfully enter into and to perform this Release. Each of the parties represents and warrants that they have not assigned to any person, firm or corporation any of the actions, causes of action, claims, suits or demands which are released by this Release or with respect to which each of the parties hereto agrees not to make any claim or take any proceeding herein. Each of parties hereto shall, at its own expense, do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things in connection with this Release as may be reasonably required to give effect to the terms and conditions set forth in this Release.

IT IS FURTHER UNDERSTOOD AND AGREED that aside from their legal and financial advisors, the terms of the Release and the nature and content of all documents, discussions and confidential information disclosed or produced to either party shall be kept confidential and shall not be revealed in any manner to anyone, and in particular, without limiting the generality of the foregoing, shall not be revealed to any consultants, employees, or former consultants or employees of either party. Each party further agrees that it will not make any voluntary statements, written or oral, or cause or encourage others to make any statements that defame, disparage, or in any way criticize the personal or business

reputations or conduct of the other party hereto or any of their respective aforementioned releasees. The obligations under this paragraph are to remain in effect so long as such information retains its confidential nature and is not generally known to the public.

IT IS FURTHER UNDERSTOOD AND AGREED that time is of the essence and the terms of this Release shall be binding upon and inure to the benefit of the parties hereto along with their respective successors and assigns. The parties agree that the terms of this Release shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

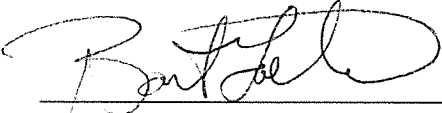
IT IS FURTHER UNDERSTOOD AND AGREED that this Release may be executed in counterparts, and if executed in counterparts, all executed counterparts together shall constitute one fully executed agreement and all parties shall be deemed to have executed the same document, and such counterparts may be delivered in original, facsimile or electronic copies.

IF ANY PROVISION of this Release is determined to be void or unenforceable in whole or in part, it shall be and be deemed to be severed from this Release without affecting or impairing the validity of any other provision herein.

IN WITNESS WHEREOF the parties have duly executed this Release, effective as of the 5<sup>th</sup> day of April, 2018.

**SYNERGY LAW GROUP, LLC,**

**By its Manager**

Per: 

**COURTLAND CAPITAL INC.**

**By its Manager**

Per: Richard Grass  
Rick Grass  
President