

[2 SHARE PURCHASE AGREEMENTS IN THE SAME FORM WERE ENTERED INTO AT THE SAME TIME WITH THE 2 SHAREHOLDERS OF CCJC. ONE COPY IS POSTED AS THEY ARE IDENTICAL OTHER THAN THE NAMES]

### SHARE PURCHASE AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of June, 2019

BETWEEN:

[SELLER NAME]

██████████ an individual residing in the City of Ottawa in the Province of Ontario (the "Vendor")

- and -

MOUNTAIN VALLEY MD INC., a corporation formed pursuant to the laws of the Province of Ontario (the "Purchaser")

- and -

CCJC HOLDINGS INC., a corporation formed pursuant to the laws of the State of Nevada (the "Company")

WHEREAS the Vendor has registered in his name 6,000,000 common shares in the capital stock of the Company (the "Owned Shares"), representing 45% of the issued and outstanding shares of the Company after giving effect to the subscription by the Purchaser, on or about the date hereof, for 1,333,333 common shares of the Company representing Ten Percent (10%) of the issued and outstanding shares of the Company (the "Purchaser's Subscription");

AND WHEREAS the Vendor desires to sell, transfer and assign his entire right, title and interest in and to 666,666 of the Owned Shares (the "Purchased Shares"), representing Five Percent (5%) of the issued and outstanding shares of the Company, to the Purchaser and the Purchaser desires to so acquire the Vendor's entire right, title and interest in and to the Purchased Shares;

AND WHEREAS the Company has funded an application (the "Application") with the U.S. Drug Enforcement Administration ("DEA") to Become Registered Under the Controlled Substances Act ("CSA") to Manufacture Marijuana to Supply to Researchers in the United States, DEA Registration Number ██████████

[APPLICATION NUMBER]

NOW THEREFORE in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. **Purchase and Sale of the Purchased Shares.** On and subject to the terms hereof, the Vendor hereby sells, transfers and assigns his entire right, title and interest in and to the Purchased Shares, and the Purchaser hereby purchases from the Vendor the Vendor's entire right, title and interest in and to the Purchased Shares, in consideration for the Purchase Price (as defined below).

2. **Purchase Price.** The Vendor shall sell and the Company shall purchase the Purchased Shares for an aggregate amount equal to CAD \$██████████ (the "Purchase Price"), being CAD \$██████████ per Purchased Share, to be paid by way of the issuance of 2,500,000 Class "B" Common Shares in the capital stock of the Purchaser (the "Payment Shares") at a deemed value of \$0.20 per Payment Share.

[VALUE OF CCJC SHARES]

3. **Right to Acquire Additional Shares.** The parties hereto acknowledge and agree that, in further consideration of the payment of the Purchase Price, the parties shall negotiate in good faith the terms and conditions upon which the Purchaser shall have the right to acquire an additional 2,666,667 common shares from

the Vendor, representing 20% of the issued and outstanding shares of the Company, in consideration for payment therefor of an amount equal to USD \$1,000,000 and the issuance of an additional 4,000,000 Class "B" Common Shares in the capital stock of the Purchaser.

**4. Representations and Warranties of the Vendor** - The Vendor hereby represents and warrants to the Purchaser as follows.

- (a) **Enforceability of Obligations** - This Agreement constitutes a valid and binding obligation of the Vendor enforceable against him in accordance with its terms.
- (b) **Right to Sell** - The Vendor represents and warrants that:
  - (i) the Purchased Shares are owned by the Vendor as the legal and beneficial owner of record, with good and marketable title thereto;
  - (ii) the Vendor has the exclusive and absolute right to transfer and dispose of the Purchased Shares as herein provided and they shall be enjoyed by the Purchaser free from any interruption or disturbance and such disposition will not violate, contravene, breach or offend against or result in any default under any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, decree or law to which the Vendor is a party or subject or by which the Vendor is bound or affected, including without limitation those resale restrictions applicable to the Vendor pursuant to applicable laws;
  - (iii) the Vendor is the holder of the Purchased Shares, free and clear of any liens, charges, encumbrances or rights of others (other than the rights of the Purchaser hereunder) and no person (other than the Purchaser hereunder) has any agreement, option, privilege or any rights capable of becoming an agreement or option for the acquisition of the Purchased Shares;
  - (iv) the Vendor has duly executed and delivered this Agreement to the Purchaser and no further action will be necessary on the part of the Vendor to make this Agreement valid and binding in accordance with its terms upon the Vendor;
  - (v) the execution and delivery by the Vendor of this Agreement and the performance of the Vendor's obligations hereunder will not violate any indenture or other agreement, written or oral, to which the Vendor is a party, or by which the Vendor is bound, or any law, rule, regulation or order to which the Vendor is subject;
  - (vi) there are no loans or other indebtedness outstanding between the Company and the Vendor, nor is the Vendor bankrupt or insolvent;
- (vii) the Vendor is an "accredited investors" as that term is defined in National Instrument 45-106 – Prospectus Exemptions ("NI 45-106") as well as an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act of 1933, as amended, and shall submit to the Purchaser such further assurances of such status as may be reasonably requested by the Purchaser;
- (viii) the Vendor is acquiring the Payment Shares for investment for his own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and the Vendor has no present intention of selling the same. The Vendor further represents that he does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Payment Shares;

- (ix) the Vendor understands and acknowledges that, until and unless the Payment Shares are listed on a nationally recognized stock exchange in Canada, no public market exists for the Payment Shares and the Purchaser has made no assurances that a public market will ever exist for the Payment Shares;
- (x) the Vendor understands and agrees that the certificate(s) evidencing the Payment Shares, shall bear the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) JUNE 10, 2019 , AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

- (c) Third Party Approvals - There are no approvals, consents, authorizations, licenses, franchises, permits, court orders or waivers required to be obtained or applications required to be filed from or with governmental authorities in Canada or from any other Person as defined in the *Business Corporations Act* (Ontario) whatsoever, in order to permit the transactions contemplated herein, other than from the parties to this Agreement.

**5. Representations and Warranties of the Purchaser - The Purchaser hereby represents and warrants to the Vendor as follows:**

- (a) The Purchaser is an “accredited investor” as that term is defined in NI 45-106 as well as an “accredited investor” within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act of 1933, as amended, and shall submit to the Purchaser such further assurances of such status as may be reasonably requested by the Purchaser.
- (b) Enforceability of Obligations - This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
- (c) Any and all taxes or other amounts owing to any governmental authority as a result of payments made by the Company to the Purchaser up to the date of this Agreement (i.e. dividends) in connection with all of the issued and outstanding shares of the Company, including the Purchased Shares, have been reported and paid in full, if applicable.
- (d) The Purchaser is acquiring the Purchased Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and that Purchaser has no present intention of selling the same. Purchaser further represents that Purchaser does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Purchased Shares.
- (e) The Purchaser understands and acknowledges that no public market exists for the Purchased Shares and the Purchaser has made no assurances that a public market will ever exist for the Purchased Shares.
- (f) The Purchaser understands and agrees that the certificate(s) or statement(s) of ownership evidencing the Purchased Shares, or any other securities issued in respect of the Purchased Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN

REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

6. **Representations and Warranties of the Company** - The Purchaser hereby represents and warrants to the Vendor as follows:

- (a) **Enforceability of Obligations** - This Agreement constitutes a valid and binding obligation of the Company enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

7. **Nature and Survival of Representations, Warranties and Covenants** - All statements contained in any certificate or other instrument delivered by or on behalf of a party pursuant to or in connection with the transactions contemplated by this Agreement shall be deemed to be made by such party hereunder. All representations, warranties, covenants and agreements herein contained on the part of each of the parties shall survive the Agreement, the execution and delivery hereunder of share or security transfer instruments and other documents of title to the Securities and the payment of the consideration therefor. The Vendor and Purchaser hereby agree to indemnify, save and hold harmless the other and the Company and their respective successors, licensees, assigns, agents, and other representatives from and against any and all liability, loss, damage, cost and expense (including legal fees reasonably incurred) relating directly or indirectly to the breach of its representations and warranties hereunder, including without limitation, any and all liability, loss, damage, cost and expense arising out of or relating to any third party claims inconsistent therewith.

8. **Time and Place of Closing**. The transactions contemplated herein shall be closed on or about the date hereof. Effective as of the date hereof, the Company shall cancel the share certificate representing the Purchased Shares registered in the name of the Vendor, and deliver to the Purchaser a share certificate representing the Purchased Shares registered in the name of the Purchaser, (or a copy thereof with the original foregoing certificates remaining in the corporate minute book of the Company), subject to execution of this Agreement, any other related documentation, and the fulfillment of each party's closing obligations hereunder.

9. **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 Agreement and carry out its provisions, whether before or after the execution hereof.

10. **Severability** - If any covenant or provision of this Agreement is prohibited in whole or in part in any jurisdiction, such covenant or provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining covenants and provisions hereof and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

11. **Waivers, etc.** - No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this 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.

12. **Governing Law** – This Agreement shall be interpreted and governed in accordance with the laws of the Province of Ontario, notwithstanding the actual place of execution. The parties hereto hereby irrevocably attorn to the jurisdiction of the Province of Ontario.

13. **Independent Legal Advice.** Each party hereby confirms having had the opportunity to obtain independent legal advice regarding this Agreement prior to signing.

14. **Counterparts and Facsimile.** This Agreement may be executed in counterparts, whether by affixing original or digital signatures, and delivered via email (as a PDF) and/or facsimile, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

15. **Entire Agreement** - This 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.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date and year first written above.

**MOUNTAIN VALLEY MD INC.**  
**Per:**

[PARTY SIGNATORY NAMES]



**CCJC HOLDINGS INC.**  
**Per:**

