

CONTRIBUTION AND EQUITY EXCHANGE AGREEMENT

by and among

PRECISION APOTHECARY, INC.,

VG ENTERPRISES, LLC,

THE SELLING MEMBER GROUP,

and

JUVA LIFE, INC.

Dated effective as of July 31, 2018

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CONTRIBUTION AND EQUITY EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EQUITY EXCHANGE AGREEMENT (this “Agreement”), dated effective as of July 31, 2018, is made and entered into by and among (i) Precision Apothecary, Inc., a California corporation (“PA”) & (ii) VG Enterprises, LLC, a California limited liability company (“VG”), (together the “Seller Entities”), (iii) Doug Chloupek, Raman Patel, Thomas Leschak, Ramaundy Springfield & Kari Gothie, as the equity holders of the Seller Entities (collectively, the “Selling Member Group”) and together with the Seller Entities, the “Seller Parties”), and (iv) Juva Life, Inc., a California corporation (the “Buyer”).

WHEREAS, the Seller Entities are in the business of owning and operating regulated cannabis businesses in certain states in which such activities are legal under state law (the “Business”);

WHEREAS, the Selling Member Group owns all of the outstanding equity interests of the Seller Entities (the “Interests”); and

WHEREAS, subject to the terms and conditions set forth herein, the Selling Member Group shall contribute the Interests to the Buyer in exchange for common stock in the Buyer (the “Exchange Shares”).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, unless the context clearly indicates otherwise, the terms used in this Agreement but not otherwise defined herein shall have the meanings set forth on Exhibit A.

1.2 Interpretation and Rules of Construction. In this Agreement, unless the context clearly indicates otherwise: (a) words used in the singular include the plural and words in the plural include the singular; (b) reference to any gender includes the other gender; (c) the word “including” (and with correlative meaning “include”) is not exclusive and shall be deemed to be followed by the words “without limitation”; (d) the words “herein,” “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof; (e) reference to any Article, Section, Exhibit or Schedule shall mean such Article or Section of, or such Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition; (f) the Exhibits and, subject to Section 7.14, the Schedules referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein; and (g) the phrases “date hereof,” “date of this Agreement” and words of similar import shall mean July 31, 2018. The table of contents, table of defined terms and headings

contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II
CONTRIBUTION AND EXCHANGE

2.1 Basic Transaction.

(a) Contribution and Exchange of Interests. On the terms and subject to the conditions set forth in this Agreement, at the Closing, each member of the Selling Member Group hereby agrees to contribute their Interests to the Buyer in exchange for the number of Exchange Shares of Buyer set forth opposite the Selling Member's name on Exhibit B attached hereto.

(b) Issuance of Certificates; Mechanics of Exchange. Prior to the Effective Date, each member of the Selling Member Group shall surrender any certificates representing the Interests held by such member to the Buyer's counsel, Greenberg Traurig, LLP, 1201 K Street, Suite 1100, Sacramento, CA 95814, Attention: Mark C. Lee. Each member of the Selling Member Group hereby consents to the issuance and delivery to such member of a certificate representing the Exchange Shares.

(c) Result of Exchange. Each member of the Selling Member Group has reviewed Section 5.04 below, which sets forth the capitalization of the Buyer immediately following the issuance of the Exchange Shares. Each member of the Selling Member Group is voluntarily consenting to the transactions set forth in this Agreement.

2.2 Closing.

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place as promptly as practicable, or at such other date and time as agreed upon by the parties, following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (the "Closing Date").

(b) Deliveries. Subject to the conditions set forth in this Agreement, at or prior to the Closing:

(i) Each member of the Selling Member Group shall deliver the certificates in accordance with Section 2.1(b);

(ii) Each member of the Selling Member Group will deliver an executed Assignment of Equity Interests in the form attached hereto as Exhibit C;

(iii) The Buyer shall deliver to each member of the Selling Member Group a stock certificate of Buyer representing the Exchange Shares;

(iv) The Seller Entities will each deliver to Buyer, (A) a certificate signed by an officer of such Seller Entity, dated the date of the Closing, stating that the conditions specified in subsections (a), (b) and (e) of Section 3.1 below have been satisfied as of the Closing; (B) copies of any Required Third-Party Approvals and Governmental Approvals required to be

obtained by such Seller Entity (but excluding any such approvals that have been waived in writing by the Buyer for the purposes of the Closing); (C) certified copies of resolutions of such Seller Entity's board of director or managers and shareholders or members, authorizing and approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; (D) a certificate of good standing of each Seller Entity issued as of a recent date by the Secretary of State of their jurisdiction of formation; and (E) such other documents or instruments as are required to be delivered at the Closing pursuant to the terms hereof or as Buyer may reasonably request;

(v) The Buyer shall deliver to the Seller Entities (A) a certificate signed by an officer of the Buyer dated the date of the Closing, stating that the conditions specified in subsections (a) and (b) and (c) of Section 3.2 below have been satisfied as of the Closing; (B) certified copies of resolutions of the Buyer's board of directors authorizing and approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; (C) a certificate of good standing of the Buyer issued as of a recent date by the Secretary of State of California; and (D) such other documents or instruments as are required to be delivered at the Closing pursuant to the terms hereof or as Seller Entities may reasonably request.

2.3 Tax Treatment. The parties agree and acknowledge that the parties hereto intend that the exchange of the Interests for the Exchange Shares, along with those transactions as are contemplated by the Letter Agreement, will as a whole qualify as a non-taxable exchange of property for common stock under Section 351 of the Code.

ARTICLE III CONDITIONS TO CLOSING

3.1 Conditions to Buyer's Obligation. The obligation of the Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing, any one or more of which may be waived by Buyer in writing (in whole or in part):

(a) Each of the representations and warranties of each Seller Party contained herein shall be true and correct in all material respects on the date hereof and on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date (except that any representation and warranty that is qualified by materiality, material adverse effect, or similar phrases shall be true and correct in all respects) except for representations and warranties which are as of a particular date, which shall be true and correct in all material respects as of such date;

(b) Each Seller Party shall have performed and complied in all material respects with each of its covenants and agreements required to be performed by it pursuant to this Agreement prior to the Closing;

(c) Each Seller Entity shall have obtained all director or manager and shareholder or member approvals which may be required by their governing documents and applicable law in connection with the transactions contemplated by this Agreement;

(d) The Buyer and the Seller Parties shall have received or obtained all governmental and regulatory consents and approvals that are necessary for the consummation of the transactions contemplated hereby and the Buyer's operation of the Business following the Closing (collectively, the "Governmental Approvals");

(e) No suit, action or other proceeding, or injunction, order, decree or judgment relating thereto, shall be threatened or pending before any court or governmental or regulatory official, body or authority in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby;

(f) The Seller Parties shall have transferred the assets set forth on Schedule 3.1(f) out of the Seller Entities and such assets shall be excluded from the Seller Entity Assets.

Any conditions specified in this Section 3.1 may be waived only in writing by Buyer and specifying in reasonable detail the provision being waived.

3.2 Conditions to the Seller Parties' Obligations. The obligation of each Seller Party to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing:

(a) Each of the representations and warranties of the Buyer contained herein shall be true and correct in all material respects on the date hereof and on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date (except that any representation and warranty that is qualified by materiality, material adverse effect, or similar phrase shall be true and correct in all respects) and except for representations and warranties which are as of a particular date, which shall be true and correct in all material respects as of such date;

(b) The Buyer shall have performed and complied in all material respects with all of its covenants and agreements required to be performed by it pursuant to this Agreement prior to the Closing;

(c) No suit, action or other proceeding, or injunction, order, decree or judgment relating thereto, shall be threatened or pending before any court or governmental or regulatory official, body or authority in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby; and

(d) Buyer shall have obtained all director or shareholder approvals which may be required by its governing documents and applicable law in connection with the transactions contemplated by this Agreement.

Any condition specified in this Section 3.2 may be waived only in writing by Seller (on behalf of all of the Seller Parties) and specifying in reasonable detail the provision being waived.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES

As an inducement to the Buyer to enter into this Agreement and consummate the transactions contemplated hereby, each of the Seller Entities hereby severally and not jointly, represent and warrant to the Buyer that the statements contained in this ARTICLE IV are complete, true and correct as of the date hereof and will be complete true and correct as of the Closing Date:

4.1 Organization and Corporate Power. PA is a corporation duly organized, validly existing and in good standing under the laws of the State of California. VG is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. Each Seller Entity has obtained and currently maintains all qualifications to do business as a foreign entity in all other jurisdictions in which the character of such Seller Entity's properties or the nature of such Seller Entity's activities require it to be so qualified. Each Seller Entity has all requisite power and authority and all authorizations, licenses and permits necessary to own and operate the Business and to conduct the Business as now conducted. The copies of each Seller Entity's governing documents that have been furnished to the Buyer reflect all amendments made thereto at any time prior to the date of this Agreement and are correct and complete. No Seller Entity is in default under or in violation of any provision of its governing documents.

4.2 Authorization; No Breach.

(a) The execution, delivery and performance of this Agreement and the other agreements contemplated hereby to be executed and delivered by each Seller Entity and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate (in the case PA) or limited liability company action (in the case of VG) on the part of such Seller Entity, and no other proceedings on the part of such Seller Entity are necessary to authorize execution, delivery or performance of this Agreement or the other agreements contemplated hereby by such Seller Entity. Each Seller Party has full power, authority and legal capacity to enter into this Agreement and the other agreements contemplated hereby to be executed and delivered by such Seller Party. This Agreement and, at the Closing, each of the other agreements contemplated hereby to be executed, has been duly executed and delivered by each Seller Party, and upon execution and delivery by the Buyer constitutes the valid and binding obligations of such Seller Party, enforceable in accordance with their respective terms.

(b) The execution, delivery and performance of this Agreement and the other agreements contemplated hereby to be executed and delivered by each Seller Party and the consummation of the transactions contemplated hereby and thereby do not and shall not (i) conflict with or result in any breach of any of terms, conditions or the provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any third party the right to terminate or to accelerate any obligation under, (v) result in the creation of any Lien of any kind upon any of the Seller Entity Assets as a result of, or (vi) require any authorization, consent, approval, exemption or other action by or notice to or filing with any court or other governmental or regulatory body or authority or any other Person under, the provisions of such Seller Entity's articles of incorporation, certificate of formation, bylaws or operating agreement or any indenture, mortgage, lease, loan agreement, license, permit, contract, understanding, commitment or other agreement or instrument to which

any Seller Party or the Seller Entity Assets are bound or affected, or any Law to which any Seller Party or the Seller Entity Assets are subject, other than in each case any such items that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.3 Capitalization; Subsidiaries. The Selling Member Group owns beneficially and of record, free and clear of all Liens, all of the issued and outstanding equity securities of the Seller Entities. No Seller Entity has or has ever had any Subsidiaries. No Seller Entity owns or holds the right to acquire any shares of stock or any other security or interest in any other Person or has any obligation to make any investment in any Person. All of the outstanding equity securities of each Seller Entity have been duly authorized, are validly issued, fully paid, and non-assessable and have been issued without violation of any law, any applicable Law, preemptive right or other right to purchase. There are no outstanding securities convertible or exchangeable into stock or other ownership interests of any Seller Entity, and there are no options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other agreement that could require a Seller Entity to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any stock or other ownership interests in a Seller Entity. There are no outstanding or authorized equity appreciation, phantom equity, profit participation, or similar rights with respect to a Seller Entity. There are no outstanding bonds, debentures, notes or other Indebtedness of a Seller Entity which have the right to vote (or convertible into or exercisable or exchangeable for securities having the right to vote) on any matters on which the members of such Seller Entity may vote. There are no voting trusts, proxies, or other agreements with respect to the voting of the equity interests of a Seller Entity.

4.4 Financial Statements. The most recent financial statements of each Seller Entity have been provided to the Buyer (the "Financial Statements"). Each of the Financial Statements (including in all cases the notes thereto, if any) is accurate and complete in all material respects, is consistent with the books and records of the applicable Seller Entity (which, in turn, are accurate and complete in all material respects), presents fairly, in all material respects, the financial condition of the Business for the periods covered thereby.

4.5 No Undisclosed Liabilities. Except as set forth on the attached Schedule 4.5, no Seller Entity has or will have any material Liabilities at or as of the Closing Date or arising out of transactions entered into at or prior to the Closing Date, or arising as the result of any action or inaction at or prior to the Closing Date, or any state of facts existing at or prior to the Closing Date, including Taxes with respect to or based upon periods, transactions or events occurring on or before the Closing Date, except obligations under contracts or commitments reflected as liabilities in the Financial Statements.

4.6 Accounts Receivable. All accounts and notes receivable reflected on the Financial Statements (i) arise from sales actually made or services actually performed by the applicable Seller Entities, (ii) are or shall be valid receivables (subject to no material counterclaims or offsets) arising in the Ordinary Course of Business, and (iii) are or shall be current as shown on the Financial Statements (net of allowances for doubtful accounts as reflected thereon) and (v) to the knowledge of Seller Parties, shall be collected (net of allowances for doubtful accounts as recorded

thereon) in the Ordinary Course of Business after the Closing Date at the aggregate amount recorded therefore on the Financial Statements.

4.7 No Material Adverse Change. Since the date of the Financial Statements there has been no change in the business, condition (financial or otherwise), value, operating results, employee or customer relations, assets, Liabilities, operations or prospects of the Business taken as a whole which has had a Material Adverse Effect, and there have not been any facts, circumstances or events that could reasonably be expected to result in such a Material Adverse Effect.

4.8 Reserved.

4.9 Real Property. No Seller Entity currently owns, or has ever previously owned, any real property. Schedule 4.9 sets forth a complete list of all leases of real property (the "Leased Real Property") in the name of any Seller Entity as lessee or lessor, including the name of the lessee or lessor, as applicable, the address of each parcel of real property leased thereunder, and all subleases, licenses and other agreements with respect to the occupancy or possession thereof, and the material terms of any oral lease (individually, a "Lease" and collectively, the "Leases"). Seller Entities have delivered to Buyer a true and complete copy of each Lease, to the extent such Lease is in writing. Each Lease is valid, binding, enforceable and in full force and effect. No Seller Entity nor, to the knowledge of the Seller Parties, any other party to any Lease is in breach or default under such Lease, and, to the knowledge of the Seller Parties, no event has occurred or circumstance exists which, with the delivery or notice, the passage of time, or both, would constitute such a breach, or permit the termination, modification or accelerate of rent under such Lease. No Seller Entity has subleased, licensed or otherwise granted any right to use or occupy the Leased Real Property under any Lease or any portion thereof nor has any Seller Entity collaterally assigned or granted any other security interest in such Lease or any interest therein. To the knowledge of Seller Parties, all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, included in the Leased Real Property (the "Improvements") are in good condition and repair, ordinary wear and tear excepted, and reasonably sufficient for the operation of the Business,

4.10 Assets.

(a) The Seller Entities own good and valid title to, or a valid leasehold interest in, all of the Seller Entity Assets free and clear of all Liens, except for liens for current property taxes not yet due and payable (collectively, the "Permitted Liens").

(b) The Seller Entity Assets include all of the assets, whether tangible or intangible, real or personal, that are necessary for the conduct of the Business as currently conducted by the Seller Entities. The machinery, equipment and other material tangible assets (whether owned or leased) included in the Seller Entity Assets are, except for ordinary wear and tear, in good condition and repair and are usable in all material respects in the Business as presently conducted.

4.11 Tax Matters. Subject to Section 280E of the Code which disallows a tax deduction for any amount paid or incurred in carrying on any trade or business that consists of trafficking in controlled substances prohibited by federal or state law and except as set forth on Schedule 4.11: (a) each Seller Entity has timely filed all federal, state, local and foreign income, information and

other material Tax Returns which are required by Law to be filed; (b) all filed Tax Returns are true, complete and accurate in all material respects and accurately reflect the Liabilities for Taxes of such Seller Entity; (c) all Taxes, assessments and other governmental charges imposed upon such Seller Entity, or upon any of the assets, income or franchises of such Seller Entity, have been timely paid or, if not yet payable, will be timely paid; (d) there are no actual, or proposed by a Governmental Authority, Tax deficiencies, assessments or adjustments with respect to any Seller Entity; (e) no Seller Entity has received a written claim made by a Governmental Authority in a jurisdiction where such Seller Entity does not file Tax Returns, asserting that such Seller Entity is or may be subject to taxation by that jurisdiction; (f) each Seller Entity has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed in all material respects; (g) none of the Liabilities of any Seller Entity is an obligation to make a payment that is not deductible under Code § 280G; (h) no Seller Entity has any Liability for Taxes of any Person under Reg. § 1.1502-6 (or any similar provision of Law), as a transferee or successor, by contract or otherwise; (i) no Seller Entity has engaged in any transaction identified by notice, regulation or other form of published guidance as a listed transaction, as set forth in Treasury Regulation Section 1.6011-4(b)(2), or any comparable provision of applicable Law; (j) none of (i) the goodwill, (ii) the going concern value or (iii) the other intangible assets of any Seller Entity that would not be depreciable or amortizable but for Section 197 of the Code, was held or used on or before August 10, 1993 by one or more members of the Selling Member Group, or any Person who will be related to the Buyer, within the meaning of Section 197(f)(a)(c) of the Code, on and after the Closing; (m) each Person currently or formerly within the last five (5) years treated as an independent contractor by a Seller Entity qualifies or qualified as an independent contractor and not as an employee of such Seller Entity under the Code, ERISA, and all other applicable Law; and (n) no federal, state, local, or non-U.S. Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to any Seller Entity.

4.12 Contracts and Commitments.

(a) Except as set forth on Schedule 4.12(a), no Seller Entity is a party to any:

(i) agreement with any labor union or any bonus, pension, profit sharing, retirement or any other form of deferred compensation plan or any stock purchase, phantom stock, stock appreciation, stock option or similar plan or practice, whether formal or informal, or any severance agreement or arrangement;

(ii) management agreement, contract for the employment of any officer, partner, individual employee or other person on a full-time, part-time or consulting basis or providing for the payment of any cash or other compensation in excess of \$50,000 annually or benefits upon the sale of the Business;

(iii) agreement or indenture relating to Indebtedness or to mortgaging, pledging or otherwise placing a Lien on any of such Seller Entity's assets or letter of credit arrangements;

(iv) agreements with respect to the lending or investing of funds;

(v) inbound or outbound license or royalty agreements or other contracts with respect to any Proprietary Rights;

(vi) lease or agreement under which such Seller Entity is lessee of or holds or operates any property, real or personal, owned by any other party for which the annual rental exceeds \$25,000 in the aggregate;

(vii) lease or agreement under which such Seller Entity is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by such Seller Entity;

(viii) distributor, vendor, customer or maintenance agreements which involve consideration in excess of \$50,000 annually;

(ix) other contract or group of related contracts with the same party continuing over a period of more than twelve months from the date or dates thereof, not terminable by such Seller Entity upon thirty (30) days' or less notice without penalty or involving more than \$25,000 in the aggregate;

(x) agreement which prohibits such Seller Entity from freely engaging in business anywhere in the world or that otherwise restricts any activities of any Seller Entity (including any co-existence or other agreement that restricts the use of any Proprietary Rights and any agreements that include "most-favored-nations" or similar provisions);

(xi) agreement relating to the marketing, advertising or promotion of such Seller Entity's products or services;

(xii) franchise or agency agreements;

(xiii) agreements relating to ownership of or investments in any business or enterprise, including investments in joint ventures and minority equity investments;

(xiv) agreement with any Governmental Authority;

(xv) agreement not entered into in the Ordinary Course of Business or that is material to the business, financial condition, results of operations or prospects of such Seller Entity which such Seller Entity makes or receives annual payments of not less than \$25,000 in the aggregate; or

(xvi) agreement with any Insider or any individual related by marriage or adoption to any such Insider or any entity in which any such Person owns any beneficial interest.

(b) Except as specifically disclosed on Schedule 4.12(b), (i) no Material Contract has been cancelled by the other party thereto, or to the knowledge of the Seller Parties, breached in any material respect by the other party thereto, (ii) each Seller Entity has performed all obligations under each Material Contract required to be performed by such Seller Entity and there

is no breach of or default under any such Material Contract by any Seller Entity or, to the knowledge of the Seller Parties, any event which, upon giving of notice or lapse of time or both, would constitute such a breach or default except, in each case set forth in this clause (ii), insofar as the failure to perform or a breach or default would not reasonably be expected to have a Material Adverse Effect, (iii) each Material Contract is legal, valid, binding, enforceable and in full force and effect against the applicable Seller Entity and, to the knowledge of the Seller Parties, each other party thereto, and will continue as such following the consummation of the transactions contemplated hereby (subject to bankruptcy, moratorium and similar laws and subject to the application of specific performance and other equitable principles), and (iv) no Seller Entity has any present expectation or intention of not fully performing any obligation pursuant to any Material Contract. For purposes of this Agreement, “Material Contract” means the Leases and each contract, agreement or other commitment required to be listed on Schedule 4.12(a). The Seller Entities have heretofore delivered to Buyer a true and correct copy of all written Material Contracts (and a true and correct written description of all oral Material Contracts), together with all amendments, exhibits, attachments, and waivers thereto.

4.13 Proprietary Rights.

(a) Schedule 4.13(a) sets forth a complete and correct list of all Proprietary Rights that are used in connection with the Business or in which any Seller Entity has any interest (other than agreements pertaining to unmodified, commercially available, off-the-shelf software with a replacement cost and/or annual license fee of less than \$5,000) (collectively, the “Seller Entity Proprietary Rights”). The Seller Entity Proprietary Rights comprise all of the Proprietary Rights necessary for, or used or held for use in, the conduct of the Business as currently conducted by the Seller Entities. Except as set forth on Schedule 4.13(a), the Seller Entities own and possess, solely and exclusively, all right, title and interest in, to and under the Seller Entity Proprietary Rights, free and clear of all Liens (and with respect to any Proprietary Rights to which the Seller Entities do not own and possess, solely and exclusively, all right, title and interest therein, identifying the third party owner and licensor and the corresponding license agreement pursuant to which such Proprietary Right is used).

(b) Except as set forth on Schedule 4.13(b): (i) no claim contesting the validity, enforceability, registrability, patentability, use or ownership of any of the Seller Entity Proprietary Rights has been made or is currently outstanding and, to the knowledge of the Seller Parties, none is threatened; (ii) to the knowledge of the Seller Parties, the conduct of the Business by the Seller Entities does not infringe, misappropriate or otherwise conflict with, and has not infringed, misappropriated, or otherwise conflicted with, the Proprietary Rights of any third party and no Seller Entity has received any written notices of, nor is any Seller Party aware of any facts which indicate a reasonable likelihood of, any claim of the same (including any written demand or request that any Seller Entity license any Proprietary Rights from a third party); and (iii) to the knowledge of the Seller Parties, no third party is infringing, misappropriating, or otherwise conflicting with, the Seller Entity Proprietary Rights, and no Seller Party is aware of any facts or circumstances that could indicate a reasonable likelihood of the foregoing. On the Closing Date, immediately after the Closing, the Seller Entity Proprietary Rights will be owned by or available for use by the Buyer on terms and conditions materially similar to those under which the Seller Entities owned or used the Seller Entity Proprietary Rights, as applicable, immediately prior to the Closing.

4.14 Litigation. There are no (and, during the three (3) years preceding the date hereof, there have not been any) actions, suits, claims, proceedings, audits, hearings, examinations, orders or investigations pending or, to each Seller Party's knowledge, threatened against, any Seller Entity, the Business or the Seller Entity Assets at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. No Seller Entity is subject to any outstanding injunction, judgment, order, decree, ruling, or charge. No Seller Entity is a party or, to the knowledge of the Seller Parties, is threatened to be made a party to any action, suit, claim, proceeding, dispute, audit, examination, order, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. No Seller Entity is subject to or bound by any outstanding injunctions, orders, judgments, rulings, charges or decrees of any court or Governmental Authority with respect to the Business or the Seller Entity Assets.

4.15 Employees.

(a) To the knowledge of the Seller Parties, no key employee and no group of employees of any Seller Entity has any plans to terminate or modify his or her status as an employee of the Business, including upon consummation of the transactions contemplated hereby. There are no claims, actions, proceedings or investigations pending or, to the knowledge of the Seller Parties, threatened against a Seller Entity with respect to or by any employee or former employee of the Business. No Seller Entity has experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. No Seller Entity has engaged in any unfair labor practices in violation of applicable Law. No Seller Party has any knowledge of any organizational effort presently made or threatened by or on behalf of any labor union with respect to employees of the Business.

(b) Schedule 4.15(b) sets forth a true, complete and accurate list of each Business Employee, his or her date(s) of hire by the applicable Seller Entity, position and title (if any), current rate of compensation (including bonuses, commissions and incentive compensation, if any), a listing of the benefit plans and insurance coverages in which each such employee participates, whether such employee is hourly or salaried, whether such employee is exempt or non-exempt, the number of such employee's accrued sick days and vacation days, whether such employee is absent from active employment and, if so, the date such employee became inactive, the reason for such inactive status and, if applicable, the anticipated date of return to active employment (the "Employee List"). Each Seller Entity has complied with all applicable Laws relating to the employment or labor, including provisions thereof relating to wages, hours, classification of employees as exempt or non-exempt, equal opportunity, fair labor standards, nondiscrimination, workers compensation, collective bargaining and the payment of social security and other taxes, except insofar as non-compliance would not reasonably be expected to have a Material Adverse Effect. The Seller Entities have paid to their respective employees and independent contractors or have properly accrued on the Closing Statement all bonuses, commissions and all other forms of incentive or deferred compensation that such employees or independent contractors earned with respect to the 2015 calendar year. Other than as set forth on Schedule 4.15(b), no Seller Entity has any obligations, commitments or is subject to any

arrangements pursuant to which such Seller Entity is or may become obligated to pay any all bonuses, commissions and all other forms of incentive or deferred compensation.

4.16 Employee Benefit Plans. Schedule 4.16 lists or describes each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) maintained or contributed to by (or required to be maintained or contributed to by) each Seller Entity on behalf of any current or former employee of the Business or with respect to which any Seller Entity has any Liability, and each other plan, arrangement, policy or understanding (whether written or oral) relating to retirement, compensation, deferred compensation, bonus, phantom stock, stock appreciation or other equity incentive compensation, severance, fringe benefits or any other employee benefits maintained or contributed to by (or required to be maintained or contributed to by) any Seller Entity for the benefit of any current or former employee of the Business or with respect to which any Seller Entity has any Liability. Each item listed or required to be listed on Schedule 4.16 is referred to herein as a “Seller Employee Benefit Plan.” The Company has made all required contributions and has no liability to any such Seller Employee Benefit Plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

4.17 Insurance. Each Seller Entity has in place policies of insurance in amounts and scope of coverage as set forth on Schedule 4.17. Each such policy is in full force and effect and all premiums are currently paid in accordance with the terms of such policy or accrued. No Seller Entity has received any notice that any policy will be cancelled or will not be renewed. The insurance coverage for the Business is customary for businesses of similar size engaged in similar lines of business.

4.18 Compliance with Laws; Permits; Certain Operations.

(a) Except for violations of the Controlled Substances Act relating to cannabis’ status as a Schedule I substance, each Seller Entity has complied and is in compliance with all applicable Laws, ordinances, codes, rules, requirements and regulations of foreign, federal, state and local governments and all agencies thereof relating to the operation of the Business, except insofar as noncompliance would not reasonably be expected to have a Material Adverse Effect, and no written notices have been received by and no claims have been filed against any Seller Entity alleging a violation of any such laws, ordinances, codes, rules, requirements or regulations. No Seller Party has any knowledge of or has received any written notice of any violation of any such Law or has received any notice that it has taken any position that is contrary to or in violation of any administrative interpretations or bulletins of any Governmental Authority.

(b) Except as set forth in Schedule 4.18(a), each Seller Entity holds all permits, licenses, certificates, accreditations or other authorizations of foreign, federal, state and local governmental agencies required, including pursuant to Environmental and Safety Requirements, for the occupation of the Leased Real Property and the conduct of the Business (the “Required Permits”), except where the failure to hold such Required Permits is not reasonably expected to have a Material Adverse Effect. Schedule 4.18 sets forth a list of all of such Required Permits. Each Seller Entity is (and has been at all times in the past three years) in compliance with all terms and conditions of any such Required Permit held by or issued to such Seller Entity, except insofar as non-compliance would not reasonably be expected to have a Material Adverse Effect. All such

Required Permits are in full force and effect and no loss or expiration of such Required Permit is pending, or to the knowledge of the Seller Parties, threatened, other than expiration in accordance with the terms thereof. To the actual knowledge of the Seller Parties, none of the Required Permits are subject to revocation, cancellation, suspension, termination, nonrenewal or other adverse modification as a result of the execution of this Agreement or the consummation of the transactions contemplated by this Agreement.

(c) To the Seller Parties' knowledge, no owner, officer, director, employee, consultant, advisor or agent of any Seller Entity has been or is authorized to make or receive, and none of their respective owners, officers, directors, employees, consultants, advisors or agents has made or received, any bribe, kickback payment or other illegal payment at any time.

4.19 Environmental and Safety Matters.

(a) Each Seller Entity has at all times complied and is in compliance with all applicable Environmental and Safety Requirements, including all applicable Environmental and Safety Requirements related to the treatment, storage, disposal, transportation, handling and release of Hazardous Materials, except insofar as non-compliance would not reasonably be expected to have a Material Adverse Effect.

(b) No Seller Entity has received any written notice, report or other information regarding any actual or alleged violation of Environmental and Safety Requirements, or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations, arising under Environmental and Safety Requirements.

(c) No Seller Entity has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any Hazardous Materials, or owned or operated any property or facility (and, to the knowledge of the Seller Parties, no such property or facility is contaminated by any Hazardous Materials) so as to give rise to any current or future Liabilities, including any Liability (other than unknown Liabilities) for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any investigative, corrective or remedial obligations, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Solid Waste Disposal Act, as amended, or any other applicable Environmental and Safety Requirements.

(d) Neither this Agreement nor the consummation of the transaction that is the subject of this Agreement will result in any obligations for site investigation or cleanup, or notification to or consent of government agencies or third parties, pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental and Safety Requirements.

(e) No Seller Entity has assumed, undertaken or otherwise become subject to any Liability (other than unknown Liabilities), including any obligation for corrective or remedial action, of any other Person relating to Environmental and Safety Requirements.

(f) Seller has furnished to Buyer all environmental audits, reports and other material environmental documents, if any, relating to each Seller Entity and its Affiliates' or its predecessors' past or current properties, facilities or operations which are in its possession or under its reasonable control.

4.20 Names and Locations; Officers and Bank Accounts. Except as set forth on Schedule 4.20(a), (a) during the five (5) year period prior to the execution and delivery of this Agreement, no Seller Entity has used any name or names under which it has invoiced account debtors, maintained records concerning its assets or otherwise conducted business with respect to the Business, other than the exact name under which it has executed this Agreement, and (b) all of the Seller Entity Assets and all of the assets used in connection with the Business are located at the Leased Real Property. Schedule 4.20(b) lists all bank accounts, safety deposit boxes and lock boxes of each Seller Entity (designating each authorized signatory with respect thereto and indicating whether such account is a fiduciary or premium trust account). Each Seller Entity has maintained and currently maintains all funds that it holds on behalf of others in a fiduciary or premium trust account or other similar types of accounts in accordance with all applicable Laws, and each such account maintained by each Seller Entity is, and has been, funded and maintained in accordance with such Laws.

4.21 Affiliated Transactions. Other than as set forth on Schedule 4.21, no Insider is a party to any agreement, contract, commitment or transaction with any Seller Entity (other than employment agreements entered into in the Ordinary Course of Business) or has any interest in any property, real or personal or mixed, tangible or intangible, used in or pertaining to the Business.

4.22 Indebtedness. Other than as set forth on Schedule 4.22, no Seller Entity has any Indebtedness.

4.23 Disclosure. Neither this Agreement, nor any of the Schedules attached hereto or to be delivered in connection herewith contains any untrue statement of a material fact or omit a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading. Except for the representations and warranties contained in this Article IV, none of the Seller Parties makes any other express or implied representations or warranties concerning the Interests, the Seller Entities, or either of them, or any of their respective assets, properties, business or operations or any transactions contemplated hereby.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to the Seller Parties to enter into this Agreement, Buyer hereby represents and warrants to the Seller Parties that the statements contained in this ARTICLE V are complete, true and correct as of the date hereof and will be complete true and correct as of the Closing Date:

5.1 Buyer Organization and Power. The Buyer is a corporation duly formed and validly existing under the laws of the State of California, with full corporate power and authority to enter into this Agreement and the other agreements contemplated hereby and to perform its obligations

hereunder and thereunder. The Buyer has obtained and currently maintains or will have obtained as of the Closing, all qualifications to do business as a foreign company in all other jurisdictions in which the character of the Buyer's properties or the nature of the Buyer's activities require it to be so qualified, except where the absence of any such qualification would not cause a material adverse change on its business as currently conducted. The Buyer has full power and authority to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted.

5.2 Authorization. The execution, delivery and performance of this Agreement and the other agreements contemplated hereby to be executed and delivered by Buyer and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite limited liability company action on the part of Buyer and no other proceedings on the part of Buyer are necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby by Buyer. This Agreement and the other agreements contemplated hereby to be executed and delivered by Buyer, upon execution by Buyer, shall constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

5.3 Governmental Authorities and Consents. Buyer is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution or delivery by it of this Agreement or the consummation of the transactions contemplated hereby and no consent, approval, authorization or other action by or notice to or filing with any governmental or regulatory body or authority or any court is required to be obtained by Buyer in connection with the execution and delivery of this Agreement and the other agreements contemplated hereby or the consummation of the transactions contemplated hereby or thereby. Neither the execution, delivery or performance of this Agreement and the other agreements contemplated hereby by Buyer, nor the consummation by Buyer of the transactions contemplated hereby or thereby shall (with or without notice or lapse of time): (a) contravene, conflict with or result in any violation of any provision of the Certificate of Formation or Operating Agreement of Buyer, any resolution adopted by its members or board of managers, as applicable, or any agreement among the members and/or board of managers of Buyer, or any Law to which Buyer is subject; or (b) require any consent or other action by any Person under, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit to which Buyer is entitled under any provision of any agreement or other instrument binding upon Buyer that would be reasonably likely to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby.

5.4 Capitalization.

(a) The authorized capital of the Buyer consists, immediately following the Closing, of 150,000,000 shares of common stock, no par value per share (the "Common Stock"), 35,000,010 shares of which shall be issued and outstanding immediately following the Closing. As of the Closing, all of the outstanding shares of Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(b) Other than those set forth in schedule 5.4(b), there are no outstanding options,

warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Buyer any shares of Common Stock, or any securities convertible into or exchangeable for shares of Common Stock.

5.5 Litigation. There are no actions, suits, proceedings, orders or investigations pending or, to the Buyer's knowledge, threatened against or affecting Buyer at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would adversely affect Buyer's performance under this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE VI ADDITIONAL AGREEMENTS

6.1 Indemnification. The Buyer and Seller Parties shall indemnify, defend and hold harmless each other and each other's officers, directors, partners, employees, agents, representatives, affiliates, successors and assigns from and against any losses, liabilities, damages, deficiencies, costs or expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively the "Indemnity Losses") based upon, arising out of, or otherwise due to any inaccuracy in or breach of any representation, warranty, covenant or agreement of such indemnifying party contained in this Agreement or in any document or other writing delivered pursuant hereto"); ***provided, however***, that Indemnity Losses shall not include consequential damages, indirect damages, exemplary damages, speculative damages, lost profits, diminution in value, or special or punitive damages (other than special or punitive damages payable to a third party). Notwithstanding the above, claims for indemnification with respect to any representation warranty made under this Agreement shall only be valid to the extent that such claims are made prior to the six (6) month anniversary of the Closing Date and further provided that the Seller Parties indemnity obligations for Indemnity Losses shall not exceed \$1,000,000 (the "Indemnification Cap").

6.2 Press Release and Announcements. No party may issue any press releases or other public announcements without the prior approval of Buyer except for (a) any public disclosure which the disclosing party in good faith believe is required by applicable Law (in which case the disclosure shall be prepared jointly by such party and Buyer) or (b) any disclosures necessary and proper in conjunction with the filing of any Tax Return or other document required to be filed in connection with making or obtaining (as the case may) consents from any Governmental Authority.

6.3 Expenses. Buyer shall at its sole cost and expense bear all expenses and costs (including attorneys', accountants' and investment bankers' fees and other out-of-pocket expenses) incurred by the parties herein in connection with this Agreement and the transactions contemplated by any of them, including the fees and disbursements of any legal counsel, independent accountants or any other Person or representative whose services have been used by the parties.

6.4 Further Transfers; Transition Assistance. Each party hereto shall execute and deliver such further instruments of conveyance and transfer and take such additional action as each other party may reasonably request to effect, consummate, confirm or evidence the transactions contemplated by this Agreement and the conduct by Buyer of the Acquired Business (including

with respect to obtaining all licenses, permits, authorizations, accreditations and consents, and maintaining (for the initial period following Closing) the existing licenses, permits, authorizations, accreditations and consents, all as necessary or desirable in connection therewith), and each Seller Party shall execute such documents as may be reasonably necessary to assist Buyer in preserving or perfecting its rights in the Seller Entity Assets and its ability to conduct the Acquired Business. Each Seller Indemnifying Party agrees that subsequent to the Closing they shall refer all customer inquiries with respect to the Acquired Business to Buyer.

6.5 Confidentiality. After the Closing, each Seller Party shall maintain as confidential and shall not use or disclose (except as required by Law or as authorized in writing by Buyer or except on behalf of Buyer or Buyer's Affiliates) any Confidential Information. In the event any Seller Party is required by Law to disclose any Confidential Information, such party shall promptly notify Buyer in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall reasonably cooperate with Buyer to preserve the confidentiality of such information consistent with applicable Law.

6.6 Sales and Transfer Taxes. All sales, use, excise, value-added, goods and services, transfer, recording, documentary, registration, conveyancing and similar taxes that may be imposed on the sale and transfer of the Interests (including any stamp, duty or other tax chargeable in respect of any instrument transferring property and any recording fees or expenses payable in connection with the sale and transfer of the Seller Entity Proprietary Rights), together with any and all penalties, interest and additions to tax with respect thereto, shall be paid by the Buyer. The Buyer and the Seller Entities shall cooperate in timely making all filings, returns, reports and forms as may be required to comply with the provisions of applicable Law in connection with the payment of any such taxes described in the immediately preceding sentence.

6.7 Right to Unwind Transaction. In the event the Buyer has not materially completed the transactions contemplated by that certain letter of intent between Buyer and East West Petroleum Corp., dated July 13, 2018 (the "Letter Agreement"), or a substantially similar transaction, by September 15, 2018, Douglas Chloupek, on behalf of the Selling Member Group, may deliver a written notice to the Buyer demanding the transactions contemplated by this Agreement be unwound. Following receipt of such notice, the Buyer will take all commercially reasonable efforts necessary to rescind the transactions contemplated by this Agreement, return the Interests to the Selling Member Group in exchange for the Exchange Shares, cease using the name "Juva" and change the name of the Buyer and transfer the domain names under Section 6.8 back to the Selling Member Group, as applicable. .

6.8 Transfer of Domain Name. The Selling Member Group shall cause the registration of the domain names: frostedflowers.com, and any other domain names or social media accounts associated with the Business to be transferred to Buyer within thirty (30) days following the Closing.

6.9 Licenses. Following the Closing, to the extent any Required Permit must be updated to reflect the change in ownership and/or control of the Seller Entities or to the extent any other filing or other action may be necessary in connection with any Required Permit necessary to permit the Buyer to conduct the Business in accordance with past practice, the Selling Member Group shall update such permit, submit such filing or take such other action.

6.10 Subleases. Within thirty (30) days following the Closing, the Selling Member Group shall cause the subleases set forth on Schedule 6.10 to be assigned to the Buyer Entity.

ARTICLE VII
MISCELLANEOUS

7.1 Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived; provided that no such amendment or waiver shall be binding upon any party hereto unless set forth in a writing executed by Buyer and the Selling Member Group and referring specifically to the provision alleged to have been amended or waived. No course of dealing between or among the parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement and a waiver of any provision by any party on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

7.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, sent by electronic mail in portable document format (pdf) (with confirmation of transmission) or sent by reputable overnight express courier (charges prepaid), (b) on the date of electronic confirmation of receipt if sent by facsimile or other wire transmission or (c) three (3) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to any Seller Party or Buyer shall be sent to the addresses indicated below:

<p><u>Notices to Buyer:</u></p> <p>Juva Life, Inc. <i>[Contact information redacted]</i></p> <p>with copies to (which shall not constitute _____ <u>notice</u>):</p> <p>Greenberg Traurig, LLP <i>[Contact information redacted]</i></p>	<p><u>Notices to Selling Member Group:</u></p> <p>Doug Chloupek <i>[Contact information redacted]</i></p> <p>with copies to (which shall not constitute _____ <u>notice</u>):</p> <p>Royse Law Firm, P.C. <i>[Contact information redacted]</i></p>
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7.3 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Seller Party (including by operation of law) without the prior written consent of Buyer.

7.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

7.5 Interpretation. Any capitalized terms used in any Schedule or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The parties hereto intend that each representation, warranty and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that such party is in breach of the first representation, warranty or covenant.

7.6 Entire Agreement. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

7.7 Counterparts. This Agreement may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, PDF or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

7.8 Governing Law. THE LAW OF THE STATE OF CALIFORNIA SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND THE SCHEDULES ATTACHED HERETO, AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

7.9 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY CERTIFICATE, DOCUMENT, AGREEMENT OR INSTRUMENT DELIVERED OR TO BE DELIVERED BY ANY PARTY HERETO IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

7.10 Submission to Jurisdiction. Each of the parties submits to the jurisdiction of the State of California and the Federal District Court for the Northern District of California in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Nothing in this Section 7.10, however, shall affect the right of any party to serve legal process in any other manner permitted by law or at equity or as set forth in this Agreement. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

7.11 No Strict Construction. Notwithstanding the fact that this Agreement has been drafted and prepared by one of the parties, each of the parties hereto confirm that both they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Person shall apply to any construction or interpretation hereof.

7.12 Specific Performance. Each of the Seller Parties, on the one hand, and Buyer, on the other hand, acknowledges and agrees that the other would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Seller Parties and Buyer agrees that the non-breaching shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter in addition to any other remedy to which the non-breaching may be entitled, at law or in equity.

7.13 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder (other than in respect of Section 6.1).

7.14 Schedules. All Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. No exceptions to any representations or warranties disclosed on one Schedule shall constitute an exception to any other representations or warranties made in this Agreement unless such exception is disclosed as provided herein on each such other applicable Schedule; provided that any fact or item disclosed on any Schedule shall be deemed to have been disclosed on those other Schedules for which it is reasonably apparent on the face of such disclosure that such disclosure has applicability to such other Schedules notwithstanding the omission of an appropriate cross-reference to such other Schedule. The inclusion of any information in any Schedule shall not be deemed to be an

admission or acknowledgement by any of the Seller Parties, in and of itself, that such information is material to or outside the Ordinary Course of Business of the Seller Entities, or either of them. Certain information set forth in such Schedules is intended solely for informational purposes and may not be required to be disclosed pursuant to this Agreement, and the listing of an item does not necessarily mean that the Seller Parties, or any of them, have made a judgment that such information is material or that any possible adverse result will occur.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Contribution and Equity Exchange Agreement to be duly executed effective as of the date and year first written above.

PA:

PRECISION APOTHECARY, INC.

By: (signed) "Douglas Chloupek"

Name: Doug Chloupek

Title: CEO

VG:

VG Enterprises, LLC

By: (signed)

Name: Authorized Signatory

Title: Owner

BUYER:

JUVA LIFE, INC.

By: (signed) "Douglas Chloupek"

Name: Doug Chloupek

Title: CEO

SELLING MEMBER GROUP:

(signed) "Douglas Chloupek"
Douglas Chloupek

(signed) "Raman Patel"
Raman Patel

(signed) "Thomas Leschak"
Thomas Leschak

(signed) "Ramaundy Springfield"
Ramaundy Springfield

(signed) "Kari Gothie"
Kari Gothie

Exhibits

Exhibit A

Exhibit B

Exhibit C

Definitions

Schedule of Contributed and Exchanged Interests

Assignment of Membership Interests

Exhibit A

Definitions

“Acquired Business” means the Business as owned, operated, managed, organically grown and maintained by the Buyer from and after the Closing.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, 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, and such “control” will be presumed if any Person owns 51% or more of the voting capital stock or other ownership interests, directly or indirectly, of any other Person.

“Business Employees” means all of the Seller Entities’ employees as of the Closing Date, including employees inactive as of the Closing Date for any reason (including as a result of layoff, leave of absence, disability, illness or injury).

“Code” means the Internal Revenue Code of 1986, as amended, and any reference to any particular Code section shall be interpreted to include any revision of or successor to that section regardless of how numbered or classified.

“Confidential Information” means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as “confidential”), in any form or medium, that relates to the business, products, services and/or research and development of the Business and/or its suppliers, distributors, customers, independent contractors and/or other business relations. Confidential Information includes, but is not limited to, the following: (i) internal business information (including historical and projected financial information and budgets and information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures and accounting and business methods); (ii) identities of, individual requirements of, specific contractual arrangements with, and information about, suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (iii) trade secrets, source code and methods of operation relating to any Seller Entity’s products or services or the Business, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data and data bases relating thereto; and (iv) inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable). Confidential Information does not include information or know-how that (a) prior to disclosure is, but not as a result of any inaction or action of the receiving party, part of the public knowledge or literature; (b)) was or is independently developed by any Seller Party after the Closing Date without making use of any Confidential Information; (c) is approved in writing for release by the disclosing party; or (d) is disclosed to the receiving party by a third party who is under no obligation to the disclosing party to maintain such information in confidence.

“Environmental and Safety Requirements” means, whenever in effect, all applicable federal, state, local and foreign statutes, regulations, ordinances, codes and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any Hazardous Materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Governmental Authority” means any United States or foreign governmental authority, including but not limited to any national, federal, territorial, state, commonwealth, province, territory, county, municipal, district, local governmental jurisdiction of any nature or any other governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental department, division, agency, bureau, office, branch, court, commission, tribunal, or other governmental instrumentality) or any political or other subdivision or part of any of the foregoing.

“Hazardous Materials” means those substances, materials, and items, in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, byproducts, or any other materials or articles, which are regulated by or form the basis of liability under any applicable Environmental and Safety Requirements including: (a) wastes, materials, chemicals, and substances defined as or included within the definition of “hazardous wastes,” “hazardous substances,” “pollutants,” “contaminants,” “hazardous materials,” “hazardous chemicals,” “extremely hazardous substances,” “toxic substances,” “toxic pollutants,” “hazardous pollutants,” “solid wastes,” “industrial wastes,” “medical wastes” or words of similar meaning or regulatory effect, under any applicable Environmental and Safety Requirements; and (b) asbestos in any form, PCBs, transformers or other equipment containing PCBs, petroleum (including, but not limited to, crude oil, petroleum-derived substances, gasoline, diesel fuel, waste oils, or breakdown or decomposition products thereof, or any fraction thereof), radioactive substances, radon gas, and urea formaldehyde.

“Indebtedness” means (i) any indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any Liabilities for the deferred purchase price of property or services with respect to which any Seller Entity is liable, contingently or otherwise, as obligor or otherwise, including any so-called “earn-out” or similar payments or obligations, (iv) any commitment by which a Seller Entity assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit, whether or not drawn), (v) any indebtedness guaranteed in any manner by any Seller Entity (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any Liabilities under capitalized leases with respect to which a Seller Entity is liable, contingently or otherwise, as obligor, guarantor or otherwise or with respect to which obligations a Seller Entity assures a creditor against loss, (vii) any Liabilities secured by a Lien (other than Permitted Liens arising by operation of law) on any Seller Entity’s assets, (viii) any unsatisfied obligation for “withdrawal

liability” to a “multiemployer plan” as such terms are defined under ERISA, (ix) obligations under swaps, hedges or similar instruments, but excluding in each case, trade payables incurred in the ordinary course of business, (x) obligations in respect of letters of credit and bankers’ acceptances issued for the account of any Seller Entity, whether or not drawn, (xi) obligations, contingent or otherwise, arising from deferred compensation arrangements, (xii) deferred rent obligations, (xiii) any obligations for transaction or retention bonuses, severance payments, change-in-control payments, or “single trigger” payments under employment agreements, benefit plans, or other similar arrangements that become payable by any Buyer or any Seller Entity to any of the Business Employees as a result of the transactions contemplated by this Agreement, (xiv) all Liabilities relating to compensation of Business Employees earned or otherwise arising prior to the Closing Date (except for accrued vacation and paid time off reflected on the Financial Statements or incurred in the Ordinary Course of Business since the date of the Financial Statements), and (xv) any accrued interest, penalties, expenses, prepayment fees or other amounts due related to any of the foregoing which would be payable if Indebtedness were paid in full on the Closing Date.

“Insider” means officer, director, shareholder, or Affiliate of any Seller Entity or any entity in which any such Person owns any beneficial interest in excess of 10%.

“Law” means any federal, state local statute, law, ordinance, regulation, rule, code, order, ordinance, judgment or decree, other pronouncement or requirement enacted, adopted, issued or promulgated by of any Governmental Authority.

“Liability” means any liability, debt, obligation, commitment, deficiency, interest, Tax, penalty, fine, demand, judgment, cause of action or other loss, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute, or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

“Lien” means any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sales and title retention agreement (including any lease in the nature thereof), charge, hypothecation, power of sale, encumbrance or other similar arrangement or interest in real or personal property or any arrangement or obligation to create the foregoing.

“Material Adverse Effect” means any effect, change, development, fact or condition (each, an “Effect”) that has had or would reasonably be expected to have, individually or in the aggregate with all other Effects, (a) a material and adverse effect on the business, operations, assets, properties or results of operations of the Seller Entities, individually or as a group, or the ability of any party to timely consummate the transactions contemplated under this Agreement, or (b) has the potential to result in a requirement that remedial or corrective actions must be taken which are material in nature and cost. Notwithstanding the foregoing, none of the following shall constitute a Material Adverse Effect in the business, operations, prospects, assets, results of operations, or condition of any Seller Entity: (i) any change in the general business and economic conditions or in the conditions of the industry in which such Seller Entity operates,; (ii) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or

consular offices or upon any military installation, equipment or personnel of the United States, (iii) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) changes in Law, (v) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, (vi) any “act of God,” including weather, natural disasters and earthquakes, or (vii) any change resulting from compliance by such Seller Entity with the terms of this Agreement; except, with respect to clauses (i), (iii) or (iv), to the extent that such change, event, development or effect has a materially disproportionate effect on the business of the Seller Entity relative to other businesses in the industry in which the Seller Entity operates.

“Ordinary Course of Business” means, with respect to any Person, actions taken in the ordinary course of business of the normal day-to-day operations of such Person, consistent with past practice, including with regard to nature, frequency and magnitude.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or governmental entity (whether federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

“Proprietary Rights” means all of the following, in any jurisdiction throughout the world: (i) patents, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, extension or reexamination thereof; (ii) trademarks, service marks and trade dress, logos, slogans, and other indicia of origin, and all translations, adaptations, derivations and combinations of the foregoing, together with all goodwill associated therewith; (iii) copyrights and copyrightable works; (iv) Internet domain names; (v) registrations, applications for registration, and renewals of any of the foregoing; (vi) computer software (including source code and executable code), and tools, systems, data, databases and documentation; (vii) trade secrets and other Confidential Information, including ideas, know-how, processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals; and (viii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

“Seller Entity Assets” means all assets of the Seller Entities as of the Closing

“Seller Parties’ knowledge” or “knowledge of the Seller Parties” (or words of similar import) shall mean the actual knowledge of Selling Member Group and each executive officer of the Seller Entities and the knowledge such Person would reasonably be expected to have or obtain after reasonable inquiry.

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, either (A) a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof,

or (B) such Person has an equity interest in and is a general partner, managing member or managing director of such partnership, limited liability company, association or other entity.

“Tax” or “Taxes” means (a) any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property (including general and special real estate taxes and assessments, special service area charges, tax increment financing, charges, payments in lieu of taxes and similar charges and assessments), windfall, profits, environmental, customs, capital stock, franchise, employees’ income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative or add-on minimum or other similar tax, governmental fee, governmental assessment or governmental charge, including unclaimed property and escheat, (b) any liability for the payment of any amounts of the type described in clause (a) as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person, including as a transferee or successor, by applicable Law, by contract or otherwise and (c) any interest, penalties or additions to Tax or additional amounts with respect to any of the foregoing.

“Tax Returns” means returns, declarations, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information), in each case, filed or required by Law to be filed with a Governmental Authority in connection with the determination, assessment or collection of Taxes of any party or the administration of any Laws relating to any Taxes.

“Treasury Regulations” means the United States Treasury Regulations promulgated under the Code, and any reference to any particular Treasury Regulation section shall be interpreted to include any final or temporary revision of or successor to that section regardless of how numbered or classified.

Certain Other Definitions. Each of the following terms has the meaning ascribed to such term in the Article or Section set forth opposite such term:

<u>Term</u>	<u>Article/Section</u>
Agreement	Preamble
Business	Recitals
Buyer	Preamble
Buyer Returns	6.6(b)
Closing	2.2(a)
Closing Date	2.2(a)
Common Stock	5.4(a)
Employee List	4.15(b)
Exchange Shares	Recitals
Financial Statements	
Governmental Approvals	3.1(d)
Improvements	4.9
Interests	Recitals
Leased Real Property	4.9

<u>Term</u>	<u>Article/Section</u>
Leases	4.9
Material Contract	4.12(b)
PA	Preamble
Permitted Liens	4.10(a)
Purchase Price Allocation	2.3
Required Permits	4.18(b)
Seller Employee Benefit Plan	4.16
Seller Entities	Preamble
Seller Entity Proprietary Rights	4.13(a)
Seller Parties	Preamble
Selling Member Group	Preamble
Straddle Period	6.6(a)
Threshold	0
VG	Preamble

EXHIBIT B**SCHEDULE OF CONTRIBUTED AND EXCHANGED INTERESTS**

<u>Name of Selling Member</u>	<u>Number of PA Shares Contributed</u>	<u>VG Interests Contributed</u>	<u>Number of Buyer Shares Received in Exchange</u>
Doug Chloupek	6,749,750	30%	25,771,574
Raman Patel	1,600,000	-	5,925,926
Thomas Leschak	135,000	-	500,000
Ramaundy Springfield	-	70%	1,802,500
Kari Gothie	270,000		1,000,000

