
SHARE PURCHASE AGREEMENT [DRAFT]



“The True OG Cannabis Hemp Network”

Weed Connection, Inc. is a Multiversal Corporation

ID 1607 POB 1198; Sacramento, CA 95812

business@weedconnection.com

<https://weedconnection.com>

(310) 663-7655

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the “Agreement”) made and entered into this ##th day of Month, 2022 (the “Execution Date”),

BETWEEN,

Russell Rope
ID 1607 POB 1198
Sacramento, CA 95812
(the “Seller”)

OF THE FIRST PART

&

New Shareholder Name
Address Line One
Address Line Two
(the “Purchaser”)

OF THE SECOND PART

BACKGROUND:

- ◆ The Seller is the owner of record of 420,000,000 General Stock shares (the “Shares”) of Weed Connection, Inc. (the “Corporations”).
- ◆ The seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Purchase & Sales

- ◆ Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).
- ◆ The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of \$#,####.## (the "Purchase Price").
- ◆ A fixed sum of \$#,####.## will be payable on closing of this Agreement.
- ◆ All payments will be in the form of a certified check, wire transfer, or bank draft of immediately available funds. In the case of a direct wire transfer the Seller will give notice to the Purchaser of the bank account before the Closing Date.

Representations & Warranties of the Seller

- ◆ The Seller warrants and represents to the Purchaser as follows:
 - The Seller would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.
 - Except as provided in the incorporation documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.
 - The Seller is the owner in the clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or adverse claim or other restriction that would prevent the transfer of clear title to the Purchaser.
 - The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.
 - There is no legal action or suit pending against any party, to the knowledge of the Seller, that would materially affect this Agreement.

Representations & Warranties of the Purchaser

- ◆ The Purchaser warrants and represents to the Seller as follows:
 - The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.
 - The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.
 - There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.

Closing

- ◆ The closing of the purchase and sale of the Shares (the “Closing”) will take place on MONTH, ##, 2022 (the “Closing Date”) at the offices of the Seller or at such other time and place as the Seller and the Purchaser mutually agree. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser duly executed transfers of the Shares.

Expenses

- ◆ All parties agree to pay all their own costs and expenses in connection with this Agreement.

Finder’s Fees

- ◆ No party to this Agreement will pay any type of finder’s fee to any other party of this Agreement or to any other individual in connection to this Agreement without explicit approval of the Seller.
- ◆ All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee, commission, or other form of payment in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

Dividends

- ◆ Any dividends earned by the Shares and payable before the Closing of this Agreement will belong to the Seller, and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.
- ◆ Any rights to vote attached to the Shares will belong to the Seller before the Closing and will belong to the Purchaser after Closing.

Governing Law

- ◆ The Purchaser and the Seller submit to the jurisdiction of the courts of both the United States of America and of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of both the United States of America and the State of California.

Additional Clauses

- ◆ Seller reserves the right to buy back shares for quadruple the purchase amount at any time for any reason.

Miscellaneous

- ◆ Time is of the essence in this Agreement
- ◆ This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered original signatures.
- ◆ All warranties and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.
- ◆ This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.
- ◆ Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- ◆ If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary

by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

- ◆ This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation states of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- ◆ This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.
- ◆ Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
- ◆ All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of other such rights, remedies, and benefits allowed by law.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under and seal on this ##th day of MONTH, 2022.

Russell Rope (Seller)

Per: _____
(SEAL)

New Shareholder (Purchaser)

Per: _____
(SEAL)

Look forward to growing good business with you.

READ & Take Action! Join the REAL Revolution



Connect,

@ **Russell Rope**
@ russellrope@weedconnection.com
@ +1 (310) 663-7655
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** Terms set forth herein are subject to discretionary change by the creator at any time.*