

# EQUITY SUBSCRIPTION AGREEMENT

## FOR

### *Cannabis Dispensary & Edibles*

This Equity Subscription Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_ 2018 between Rastafari TV Network, Inc., a Florida corporation, serving as the “Promoter” of the Venture and \_\_\_\_\_ (the “Investor”). The Investor desires to invest US\$\_\_\_\_\_ (the “Investment Amount”) in the Venture Company’s Class A Common Stock at a per share purchase price equal to \$100.00; on incorporation. Accordingly, the Promoter and the Investor hereby agree as follows:

#### **I. Venture Description**

A majority of states including New York now permit the use of medical marijuana, while recently several states have legalized it for recreational use. In addition, additional states are currently considering decriminalization of the drug or legalizing it for medical or recreational use. It is no wonder then that the legal marijuana market in the U.S. is estimated to grow 75% per year and is estimated to surpass US\$13 billion by 2020.

The Promoter is building a dynamic, highly opportunistic, forward-looking public company serving the fast growing cannabis industry in New York and throughout the United States. The Venture will be involved in the retailing of medical marijuana and the preparation and distribution of marijuana based edibles (candies and desserts). The Promoter intends to operate a 24 hours 7 days a week dispensary service and confectionary. Our work force is going to be well trained to operate within the framework of our company’s corporate culture and also to meet the needs of all our customers. We will ensure that all our customers are given first class treatment whenever they visit our store. Rastafari TV Network, Inc. The Promoter intends to raise commitments for US\$700,000 to assist with the implementation of the Venture.

#### **II. Closing**

(1) *Subscription.* Upon the terms and subject to the conditions set forth herein, the Investor hereby subscribes for and agrees to purchase when available, and the Company does hereby agree to sell to the Investor and deliver to the Investor \_\_\_\_\_ shares of the Company’s Class A Common Stock (the “Shares”) for a per share purchase price equal to US\$100.00.

(2) *Ancillary Agreements.* The Investor may be required to execute a Stockholders Agreement (the “Stockholders Agreement”) and a Registration Rights Agreement (the “Registration Rights

Agreement”) and the Investor may be treated as a “Management Stockholder” (as defined in the Stockholders Agreement) for all purposes of the Stockholders Agreement and the Registration Rights Agreement.

### **III. Representations and Warranties of the Investor.**

The Investor represents and warrants as follows:

(1) *Federal Securities Laws Matters.* The Investor acknowledges receipt of advice from the Company that (i) the Shares have not been registered under the Securities Act of 1933 (the “Securities Act”), (ii) the Shares must be held indefinitely and the Investor must continue to bear the economic risk of the investment therein, unless such Shares are subsequently registered under the Securities Act, or an exemption from such registration is available at this time, (iii) it is not anticipated that there will be any public market for the Shares in the foreseeable future, (iv) Rule 144 promulgated under the Securities Act will not be available in the foreseeable future with respect to the sales of any Shares and the Company has not made any covenant to make such rule available at this time, (v) when and if the Shares may be disposed of without registration in reliance upon Rule 144, such disposition can be made only in limited amounts and in accordance with the terms and conditions of such rule, (vi) if the exemption afforded by Rule 144 is not available, public sale of the Shares without registration will require the availability of an exemption under the Securities Act, (vii) the restrictive legend in the form set forth in the Stockholders Agreement shall be placed on the certificate(s) representing the Shares and (viii) a notation shall be made in the appropriate records of the

Company indicating that the Shares are subject to restrictions on transfer and, if the Company should in the future engage the services of a stock transfer agent, appropriate stop-transfer restrictions will be issued to such transfer agent with respect to the Shares.

(2) *Investor Status.* Either (i) the Investor is an “accredited investor” as such term is defined in Rule 501(a) promulgated under the Securities Act or (ii) (A) the Investor's financial situation is such that the Investor can afford to bear the economic risk of investing in the Company for an indefinite period of time, (B) the Investor can afford to suffer complete loss of its investment in the Shares, (C) the Investor's knowledge and experience in financial and business matters are such that the Investor is capable of evaluating the merits and risks of the Investor's investment in the Shares, and (D) the Investor understands and has taken cognizance of all the risk factors related to the purchase of the Shares.

(3) *Due Execution and Delivery.* The Investor has duly executed and delivered this Agreement and has executed, or will execute, the Stockholders Agreement and the Registration Rights Agreement; this Agreement and, when executed, the Stockholders Agreement and the Registration Rights Agreement, constitute legal, valid and binding obligations of the Investor,

enforceable in accordance with their respective terms; and no consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of this Agreement, the Stockholders Agreement or the Registration Rights Agreement, or the performance of the Investor's obligations hereunder or thereunder.

#### **IV. Representations and Warranties of the Promoter.**

The Promoter represents and warrants as follows:

(1) *Preparation of Business Plan.* A Business Plan outlining the Venture is being prepared and will be submitted to the Investor for review prior to payment of Investment Amount. This Business Plan will outline the Plans and present Financial Projections for the Venture.

(2) *Organization Form.* The Promoter is in the process of forming a corporation to be duly organized in good standing under the laws of the State of Florida and will have all requisite power and authority to own or lease and operate its properties and to carry on its business as now conducted.

(3) *Authority.* The Promoter has all requisite power and authority to enter into and perform all of its obligations under this Agreement and to carry out the transactions contemplated hereby, including all requisite power and authority to form a corporation and to issue the Shares. The Shares, when issued, delivered and paid for in accordance with the terms hereof, will be duly and validly issued, fully paid and nonassessable.

(4) *Actions Authorized.* The Promoter has taken all corporate actions necessary to authorize it to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Promoter and constitutes a legal, valid and binding obligation of the Promoter enforceable in accordance with its terms.

(5) *Due Execution and Delivery.* The Promoter has duly executed and delivered this Agreement and the Promoter has executed, or will execute, the Stockholders Agreement and the Registration Rights Agreement; this Agreement constitutes a legal, valid and binding obligation of the Promoter and, when executed, the Stockholders Agreement and the Registration Rights Agreement constitute legal, valid and binding obligations of the Promoter, each enforceable in accordance with their respective terms; and no consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Promoter in connection with the execution and delivery of this Agreement, or by the Promoter in connection with the execution and delivery of the

Stockholders Agreement or the Registration Rights Agreement or the performance of the Promoter's obligations hereunder or thereunder.

(6) *Required Filings and Approvals.* The execution and delivery of this Agreement by the Promoter and the consummation of the transactions contemplated hereby do not require a consent, approval or authorization of, or filing, registration or qualification with, any governmental authority on the part of the Promoter.

(7) *No Conflicts.* Neither the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby, by the Promoter will conflict with the certificate of incorporation or by-laws of the Promoter or Venture when incorporated, or, except as would not be reasonably expected to have a material adverse effect, result in any breach of, or constitute a default under any contract, agreement or instrument to which the Promoter is a party or by which it or any of its assets is bound.

## **V. Miscellaneous.**

(1) *Binding Effect; Benefits.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement and their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(2) *Waiver.* Either party hereto may by written notice to the other (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement; (ii) waive compliance with any of the conditions or covenants of the other party contained in this Agreement; and (iii) waive or modify performance of any of the obligations of the other party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of either party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by either party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(3) *Amendments.* Neither this Agreement nor any term or provision hereof may be amended, modified, waived or supplemented orally, but only by a written instrument executed by the parties hereto.

(4) *Assignability.* Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Promoter or the Investor without the prior written consent of the other parties hereto.

(5) *Applicable Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Florida, regardless of the law that might be applied under principles of conflicts of law.

(6) *No Additional Representations.* The Promoter is not making any representations or warranties with respect to the Venture or the merits of the Investor's investment therein.

IN WITNESS WHEREOF, the Promoter and the Investor have executed this Agreement as of the date first above written.

Rastafari TV Network, Inc.

By:

Name:

Title: