

ASSET AND STOCK PURCHASE AGREEMENT

This ASSET AND STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of July 5, 2018, by and among Daniel Serruya (the “**Seller**”); Eric Dena, and Vince Andreula (collectively the “**Buyers**” and each, a “**Buyer**”); County Line Energy Corp., a Nevada corporation (the “**Company**,” and together with the Seller and Buyers, the “**Parties**,” each being a “**Party**”).

WHEREAS, the Seller own an aggregate of 100,000,000 shares (the “**Shares**”) of common stock, par value \$0.0001 per share (the “**Common Stock**”), of the Company, representing approximately 96.66% of the issued and outstanding share capital of the Company on a fully-diluted basis;

WHEREAS, ED is owner of assets pertaining to a contemplated business called Growbox 5000 herein known as the “Growbox Assets” described specifically in the schedules of Annex B attached hereto;

WHEREAS, as part of the contemplated transaction herein, ED desires to sell the Growbox Assets to the Company and the Company desires to purchase the Growbox Assets, subject to the terms and conditions set forth herein.

WHEREAS, Seller wish to sell to Buyers, and Buyers wish to purchase from Seller, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Share Purchase and Sale and Asset Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in **Section 1**), Seller shall sell, transfer and assign to Buyers, and Buyers shall purchase from Seller, all of Seller’ right, title and interest in and to the Shares in consideration for an aggregate of Nine Thousand Eight Hundred and Fifty U.S. Dollars (\$9,850.00) the receipt and sufficiency of which is hereby acknowledged (the “**Purchase Price**”) (**See Annex A**) and the Company and ED shall execute an asset purchase and sale agreement, a copy of which is attached hereto as **Annex B**, pursuant to which a newly formed Company subsidiary, which shall be controlled by the Company, shall acquire the Growbox Assets for a purchase price detailed in Annex C (the “**Asset Purchase Agreement**,” and together with this Agreement, the “**Transaction Documents**”).
2. Formation of New Subsidiary. The Parties agree to form a new subsidiary to be called D5, Partners, Inc. (“Subsidiary or “D5 Partners”). The equity of the Subsidiary shall be allocated as 51% to the Company and 49% to ED as per Annex D.

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3. Option to acquire ED Equity of new Subsidiary. Any anytime after Closing and in perpetuity the Company shall have an irrevocable option to purchase the ED Equity from ED (“Option”). Upon the Company electing to exercise the Option the parties shall negotiate, in good faith, the terms and conditions of the ED Equity purchase transaction (the “Equity Purchase Agreement”). In the event the Company and ED commence negotiations to finalize the Equity Purchase Agreement, ED and the Company agree that the purchase price for the ED Equity under the Equity Purchase Agreement shall be based on a valuation determined by an independent third party unanimously agreed to by ED and the Company and the consideration paid for the ED Equity under the Equity Purchase Agreement shall be cash and/or securities of the Company subject to applicable security laws.

4. Financing. The Company agrees to provide financing to the new Subsidiary in the amount of a minimum of \$1,000,000 (“Minimum Financing”) and up to \$2,000,000 (“Maximum Financing”) within one year of the Closing (“Financing Period”). The Parties agree that if the Minimum Financing is not provided by the end of the Financing Period it will constitute a default (“Financing Default”) and that thereafter ED will have the right at his sole direction, after providing written notice of the Financing Default to the Company, to unwind the transaction contemplated herein (the “Unwind”) whereby:

(a) the Growbox Assets referred to herein shall be returned to ED and ED will resign as and officer and director of the Company.

(b) The Note referred to in Annex C will be cancelled or any payments made to ED by the Company toward the Note will be returned by ED to the Company.

(c) the ED Equity will be sold to the Company for same purchase price ED paid as per Annex C or in the event ED and the Company had consummated a Equity Purchase Agreement as per Section 3 herein, ED will return the purchase price to the Company.

(d) the parties further agree that the Company will have 90 days after receipt of the Financing Default notice from ED to cure the Financing Default or negotiate a new Financing Period or negotiate a remedy to the Financing Default, that may include providing an incentive package to ED, to prevent an Unwind. ED agrees to negotiate with the Company, in good faith during the cure period to prevent and Unwind.

5. Closing. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares and assumption of the Indebtedness contemplated hereby shall take place at a closing (the “**Closing**”) to be held at the offices of Magri Law, LLC in Fort Lauderdale, FL, or at such other place or on such other date as Party may agree upon in writing within two (2) business days after the date on which all of the conditions and obligations of the Parties as set forth in this Agreement shall have been substantially satisfied in all material respects or otherwise duly waived, or on such other date and at

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such other place and date as the Parties may hereafter agree upon in writing (such date of the Closing being referred to herein as the “**Closing Date**”).

6. Deliverables at Closing.

(a) At the Closing, Seller shall deliver to Buyers the following:

- (i) a copy of this Agreement duly executed by the Seller;
- (ii) a stock certificate or certificates evidencing his Shares, free and clear of all lien, pledge, encumbrance, charge, security interest, claim or right of another (collectively, “**Encumbrances**”), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank;
- (iii) a duly executed resignation letter thereby resigning as a member of the Board of Directors and all positions with the Company, effective on the Closing Date;

(b) At the Closing, Buyers shall deliver to the Seller the following:

- (i) a copy of this Agreement duly executed by the Buyers;
- (ii) a copy of the Asset Purchase Agreement duly executed by ED;
- (iii) the Purchase Price paid by wire transfer to a bank account designated in writing by the Seller;

(c) At the Closing, the Company shall deliver to the Buyers the following:

- (i) a copy of this Agreement duly executed by an authorized officer of the Company;
- (ii) a copy of the Asset Purchase Agreement, in the form attached hereto as **Annex B**, duly executed by an authorized officer of the Company;
- (iii) duly executed Board resolutions therein authorizing the execution, delivery and performance of this Agreement and Asset Purchase Agreement and the consummation of the transactions contemplated by such agreements, accepting the Seller’s resignation as a Board member and officer of the Company, appointing VA (or other person designated by Buyers) as a member of the Board of Directors and ED (or other person designated by Buyers) as a member of the Board of Directors and as the Chief Executive Officer, Secretary and Treasurer of the Company effective on the Closing Date;

(iv) A complete stockholder ledger of the stockholders of the Company as of the Closing Date;

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- (v) All Board and stockholder minutes and resolutions since inception;
- (vi) EDGAR filing codes of the Company;
- (vii) All XBRL files of the Company for the past 12 months;
- (viii) All Company corporate and financial records from inception to current delivered by electronic form and hard copy to Magri Law, LLC;
- (ix) All Company accounting files previously provided to Accountants and Auditors from inception to current to Magri Law, LLC; and
- (x) A detailed list of all payables owed by the Company as of the Closing Date.

(d) At Closing the Company shall have formed the new Subsidiary to hold the Growbox Assets.

(e) As soon as practicable, after Closing the Company shall file an amendment of Articles of Incorporation with the State of Nevada and subsequently file a Corporate Action with FINRA changing the name of the Company to D5, Inc. or other suitable name.

7. Closing Conditions.

(a) The obligation of the Seller to sell, transfer and assign the Shares to the Buyers hereunder is subject to the satisfaction of the following conditions as of the Closing Date:

(i) the representations and warranties of the Buyers in **Section 10** hereof shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Buyers shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(b) The obligation of Buyers to purchase the Shares from Seller is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Seller in **Section 8** shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

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(ii) the Company and Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) the Company and Seller shall have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the transactions contemplated herein;

(iv) Buyers shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying that attached thereto are true and complete copies of all resolutions adopted by the Board of directors of the Company therein authorizing the execution, delivery and performance of this Agreement and the Asset Purchase Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby.

8. Post Closing Actions. The Parties agree that as soon as practicable after Closing the Company and VA will enter into a share exchange agreement whereby VA will exchange his 28,500,000 common shares acquired herein and as detailed as per Annex A for preferred stock of the Company (the "Preferred Shares"). The Parties agree that:

(a) the Preferred Shares may consists of one or more preferred stock series; and

(b) that the Preferred Shares will contain super voting rights that provide VA with voting control of the Company.

9. Representations and Warranties of the Seller and Company. The Seller, Subsidiary and the Company, jointly and severally, represent, warrant and covenant to and with Buyers, both as of the date of this Agreement and as of the Closing Date, as an inducement to Buyers to enter into this Agreement and the Asset Purchase Agreement and to consummate the transaction contemplated hereby as follows:

(a) Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full power and authority to own, lease and operate its properties and to carry on its business as now being and as heretofore conducted. The Company is not qualified or licensed to do business as a foreign corporation in any other jurisdiction and neither the location of its assets nor the nature of its business requires it to be so qualified.

(b) Authorization. The Company and the Seller are fully able, authorized and empowered to execute and deliver the Transaction Documents and any other agreement or instrument contemplated by the Transaction Documents and to perform their respective covenants and agreements hereunder and thereunder. The Transaction

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Documents and any such other agreement or instrument, upon execution and delivery by the Seller the Company (and assuming due execution and delivery hereof and thereof by the other Parties hereto and thereto), will constitute a valid and legally binding obligation of the Seller the Company, in each case enforceable against each of them in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditors' rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies against the Company and the Seller under or by virtue of this Agreement or such other agreement or instrument.

(c) Ownership of the Shares. The Seller is the record and beneficial owner of the Shares. The Seller holds the Shares free and clear of any Encumbrances and has the absolute right to sell and transfer the Shares to the Buyers as provided in this Agreement without the consent of any other person or entity. Upon transfer of the Shares to Buyers hereunder, Buyers will acquire good and marketable title to the Shares free and clear of any Encumbrance, other than applicable securities laws.

(d) No Breach. Neither the execution and delivery of this Agreement nor compliance by the Company and/or the Seller with any of the provisions hereof nor the consummation of the transactions and actions contemplated hereby will:

(i) violate or conflict with any provision of the Articles of Incorporation or By-Laws of the Company;

(ii) violate or, alone or with notice of the passage of time, result in the breach or termination of, or otherwise give any contracting Party the right to terminate, or declare a default under, the terms of any agreement or other document or undertaking, oral or written to which the Seller and/or the Company is a Party or by which any of them or any of their respective properties or assets may be bound;

(iii) result in the creation of any Encumbrance upon any of the properties or assets of the Seller and/or the Company;

(iv) violate any statute, ordinance, regulation judgment, order, injunction, decree or award of any court or governmental or quasi-governmental agency against, or binding upon the Seller and/or the Company or upon any of their respective properties or assets; or

(v) violate any law or regulation of any jurisdiction relating to the Seller and/or the Company or any of their respective assets or properties.

(e) Obligations; Authorizations. Neither the Company nor the Seller is (i) in violation of any judgment, order, injunction, award or decree which is binding on any of them or any of their assets, properties, operations or business which violation, by itself or

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in conjunction with any other such violation, would materially and adversely affect the consummation of the transaction contemplated hereby; or (ii) in violation of any law or regulation or any other requirement of any governmental body, court or arbitrator relating to him or it, or to his or its assets, operations or businesses which violation, by itself or in conjunction with other violations of any other law, regulation or other requirement, would materially adversely affect the consummation of the transaction contemplated hereby.

(f) Consents. There are no consents necessary or required from any third Parties, including, but not limited to, governmental or other regulatory agencies, federal, state or municipal, required to be received by or on the part of the Company and the Seller for the execution and delivery of this Agreement and the performance of their respective obligations hereunder. If required the Seller shall file a Form 4 and Schedule 13D amendment immediately upon Closing.

(g) OTC Market Reports. The Company has filed financial statements and reports with www.otcmarkets.com (the “**OTC Market Reports**”). The Company has not received any communication from the SEC, FINRA or any other regulatory authority regarding any OTC Market Report or any disclosure contained therein.

(h) Financial Statements. The financial statements (the “**Financial Statements**”) of the Company included in the OTC Market Reports, including in each case the related notes thereto, (i) are in accordance with the books and records of the Company, (ii) are correct and complete in all material respects, (iii) present fairly the financial position and results of operations of the Company as of the respective dates indicated (subject, in the case of unaudited statements, to normal, recurring adjustments, none of which were material) and (iv) have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (“**GAAP**”).

(i) Capitalization. The authorized capital stock of the Company consists of 500,000,000 shares of Common Stock, of which 103,459,175 shares are issued and outstanding as of the close of business on the date of this Agreement. All of the issued and outstanding shares of Common Stock are duly authorized and validly issued and outstanding, fully paid and non-assessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights. There are (i) no outstanding options, warrants, debentures, notes, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Company or arrangements by which the Company is or may become bound to issue additional shares of capital stock of the Company, (ii) no agreements or arrangements under which the Company is obligated to register the sale of any of its securities under the Securities Act, and (iii) no anti-dilution or price adjustment provisions contained in any security issued by the Company (or any agreement providing any such rights).

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(j) Liabilities. On the date hereof, there are no liabilities, debts or obligations of the Subsidiary or Company, whether accrued, absolute, contingent or otherwise, that are not reflected in the Financial Statements.

(k) Actions and Proceedings. Neither of the Seller, nor the Company is a subject to any outstanding orders, writs, injunctions or decrees of any court or arbitration tribunal or any governmental department, commission, board, agency or instrumentality, domestic or foreign, against, involving or affecting the business, properties or employees of the Company or the Seller' right to enter into, execute and perform this Agreement (or any of the transactions contemplated hereby). There are no actions, suits, claims or legal, administrative or arbitration proceedings or investigations, including any warranty or product liability claims (whether or not the defense thereof or liabilities in respect thereof are covered by policies of insurance) relating to or arising out of the business, properties or employees of the Company pending or, to the best knowledge of the Company and the Seller, threatened against or affecting the Company.

(l) Compliance with Laws. The Company has complied in all respects with all laws, ordinances, regulations and orders applicable to the conduct of its business, including all laws relating to environmental matters, employees and working conditions.

(m) Bank Accounts and Credit Cards. At Closing, the Company will not have any bank accounts, safe deposit boxes or credit or charge cards registered in the name of or for the benefit of the Seller or anyone else.

(n) Stockholders. To be provided at Closing is a current stockholder list as provided by the Company's transfer agent. The Company and the Seller each represent and warrant that there are no other stockholders of the Company, and no other person who owns or controls the shares of the Company, other than as indicated on said stockholder list.

(o) Subsidiaries. Except for the Subsidiary to be formed at Closing, there are no corporations, partnerships or other business entities controlled by the Company. As used herein, "controlled by" means (i) the ownership of not less than fifty (50%) percent of the voting securities or other interests of a corporation, partnership or other business entity, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, partnership or other business entity, whether through the ownership of voting shares, by contract or otherwise. The Company has not made any investments in, nor does it own, any of the capital stock of, or any other proprietary interest in, any other corporation, partnership or other business entity.

(p) Litigation, Compliance with Law. There are no actions, suits, proceedings, or governmental investigations (or any investigation of any self-regulatory organization) relating to the Company or to any of its properties, assets or businesses

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pending or, to the best of its knowledge, threatened, or any order, injunction, award or decree outstanding against the Company or against or relating to any of its properties, assets or businesses. The Company is not in violation of any law, regulation, ordinance, order, injunction, decree, award or other requirements of any governmental body, court or arbitrator relating to its properties, assets or business.

(q) Agreements and Obligations; Performance. The Company is not a Party to, or bound by any: (i) contract, arrangements, commitment or understanding; (ii) contractual obligation or contractual liability of any kind to any person; (iii) contract, arrangement, commitment or understanding with a potential or actual customer or any officer, employee, stockholder, director, representative or agent thereof; (iv) contract for the purchase or sale of any materials, products or supplies; (v) contract of employment with any officer or employee; (vi) deferred compensation, bonus or incentive plan or agreement; (vii) management or consulting agreement; (viii) lease for real or personal property (including borrowings thereon), license or royalty agreement; (ix) union or other collective bargaining agreement; (x) agreement, commitment or understanding relating to any Liability; (xi) contract involving aggregate payments or receipts of any amount of funds; (xii) contract containing covenants limiting the freedom of the Company to engage or compete in any line of business or with any person in any geographic area; (xiii) contract or opinion relating to the acquisition or sale of any business; (xiv) voting trust agreement or similar stockholders' agreement; and/or (xiv) other contract, agreement, commitment or understanding which affects its securities or any of its properties, assets or business.

(r) Permits and Licenses. The Company is in compliance in all respects with all requirements, standards and procedures of the federal, state, local and foreign governmental bodies which issued such permits, licenses, orders, franchises and approvals.

(s) Employee Benefit Plans. The Company does not maintain and is not required to make contributions to any “pension” and “welfare” benefit plans (within the respective meanings of Sections 4(2) and 4(1) of the Employee Retirement Income Security Act of 1974, as amended).

(t) Trading. The shares of Common Stock are quoted on the OTC Pink Sheets under the symbol “CYLC” and the shares of Common Stock are eligible for deposit with the DTC. Actual sales of shares of Common Stock have taken place in the over-the-counter market and have been reported on the OTC. The Company has not received any correspondence and/or notice (nor has any reason to believe it will in the future receive) regarding the continued eligibility of the Common Stock to be quoted on the OTC Pink Sheets or deposited with the DTC.

(u) Insurance. The Company has no insurance policies. The Company does not provide any insurance.

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(v) Broker, Finder, etc. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller, Subsidiary and/or the Company.

(w) Disclosure. Neither this Agreement, nor any certificate, exhibit, or other written document or statement, furnished to the Buyers by the Seller and/or the Company in connection with the transactions contemplated by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to be stated in order to make the statements contained herein or therein not misleading.

10. Representation and Warranties of Buyers. The Buyers, jointly and severally, represent, warrant and covenant to and with Seller and Company, both as of the date of this Agreement and as of the Closing Date, as an inducement to the Seller and Company to enter into the Transaction Documents and to consummate the transactions contemplated thereby as follows:

(a) Organization. Each Buyer is an individual person.

(b) Authorization. Buyers have all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyers and (assuming due authorization, execution and delivery by Seller and the Company) this Agreement constitutes a legal, valid and binding obligation of Buyers enforceable against Buyers in accordance with its terms.

(c) Investment Intent. Buyers are acquiring the Shares solely for their own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyers acknowledge that the Shares are not registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

(d) Consents. No governmental, administrative or other third Party consents or approvals are required by or with respect to Buyers in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) Actions, Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyers, threatened against or by Buyers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

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(f) Broker, Finder, etc. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyers.

11. Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Closing hereunder.

12. Mutual Indemnification. Seller and Buyers shall jointly and severally indemnify each other and hold each other harmless against and in respect of any and all losses, liabilities, damages, obligations, claims, Encumbrances, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Seller or Buyers resulting from any breach of any representation, warranty, covenant or agreement made by Seller or Buyers herein or in any instrument or document delivered to Seller or Buyers pursuant hereto.

13. Further Assurances. Following the Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

14. Termination. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of Buyers and Seller or (b) by either Buyers or Seller if (i) a breach of any provision of this Agreement has been committed by the other Party and such breach has not been cured within 30 days following receipt by the breaching Party of written notice of such breach, or (ii) the Closing does not occur by July 30, 2018. Upon termination, all further obligations of the Parties under this Agreement shall terminate without liability of any Party to the other Parties to this Agreement, except that no such termination shall relieve any Party from liability for any fraud or willful breach of this Agreement.

15. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

16. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this

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Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

17. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

18. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld or delayed.

19. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

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same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

Seller:

Name: Daniel Serruya

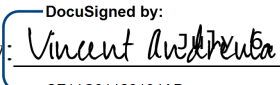
Buyer:

ERIC DENA

DocuSigned by:
By:  July 6, 2018
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Name: Eric Dena

Buyer:

VINCE ANDREULA

DocuSigned by:
By:  July 6, 2018
CF11C01129194AD...
Name: Vince Andreula

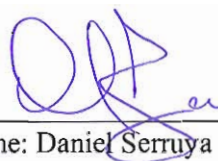
Company:

COUNTY LINE ENERGY CORP.

DocuSigned by:
By:  July 6, 2018
18350B9264994AE...
Name: Eric Dena
Title: President, Chief Executive
Officer and Secretary

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

Seller:



Name: Daniel Serruya

Buyer:

ERIC DENA

By: _____

Name: Eric Dena

Buyer:

VINCE ANDREULA

By: _____

Name: Vince Andreula

Company:

COUNTY LINE ENERGY CORP.

By: _____

Name: Eric Dena

Title: President, Chief Executive
Officer and Secretary

Annex A

Purchase Price

Seller:	Buyer:	Number of Shares:	Total Purchase Price:
Daniel Serruya	Eric Dena	70,000,000	\$7,000.00
Daniel Serruya	Vince Andreula	28,500,000	\$2,850.00
TOTAL		98,500,000	\$9,850.00

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Annex B

[Asset Purchase Agreement]

Annex C

Growbox Assets	Purchase Price	Form of Purchase
All assets listed on the schedules of Annex B	\$30,000	Promissory Note in the form attached as Exhibit A of Annex B

Annex D

Equity Allocation for new Subsidiary

Shareholder:	% Of Equity purchased by Shareholder:	Total Purchase Price:
County Line Energy Corp.	51%	\$51.00
Eric Dena	49%	\$49.00
TOTAL	100%	\$100.00

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