

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is dated for reference the 06th day of April 2022 (the “Effective Date”).

AMONG:

Turner Valley Oil & Gas, Inc. D.B.A Turner Venture Group, Inc.
a company incorporated under the laws of the state of Nevada, with an executive office located at 5900 Balcones Drive, Suite 4503, Austin, Texas 78731.

(the “**Buyer**”)

AND:

Herban Healing LLC
a limited liability company incorporated under the laws of the state of Texas with a corporate office located at 13307 Skinner Road, Cypress, Texas 77429.

(the “**Seller**”)

WHEREAS the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, all of the assets of Seller (as listed in Schedule 1), as contemplated by and on the terms set forth in this Agreement.

NOW THEREFORE in consideration of the mutual 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 agree as follows:

1. PURCHASE AND SALE

- 1.1 Subject to the terms of this Agreement, the Buyer agrees to purchase over time units of the Seller:
 - (a) Seller is based on a closing valuation equal of \$700,000.
 - (b) Buyer shall also have Right of First Refusal to acquire 100% of Seller in the future at the same or higher price; the greater of the fair market value as set by a third party valuation, or an offer received by Seller.
- 1.2 At the Closing (as defined below), as consideration for the purchase of Seller’s units, the Buyer shall issue and deliver to the Seller:

- (a) 70,000.00 Series A Preferred Stock of Buyer's company in exchange for 10% of the units outstanding in the Seller at closing.
- (b) the Buyer shall, after the Closing, submit for shareholder approval resolutions that establish the following rights and restrictions of shares of the Buyer's Series A Preferred Stock:
 - (i) conversion rights to shares of the Buyer's Preferred Stock at a One Hundred (100) to one (1) ratio;
 - (ii) voting rights for each share of the Buyer's Preferred Stock equivalent to One Hundred (100) shares of the Buyer's common stock; and
 - (iii) no dividend or liquidation rights.
 - (iv) any forward or reverse splits in the future shall affect these shares and the respective rights proportionately.
 - (v) The Series A Preferred Stock shall be calculated at 70,000 shares priced at \$1 which is converted to Common Stock of the Buyer at 100 to 1 (One Hundred to One) equal to 7,000,000 shares of common which Seller agrees to sell no more than 1,000,000 shares per fiscal quarter.

1.3 New Capital Investment

- (a) Based on the valuation in 1.1 Buyer shall purchase additional 18% for \$150,000 in minimum increments of \$ 8,333.33 for each 1% of Seller.
- (b) Up to 150,000.00 cash payable at a rate determined at the Buyer for a period of up to 12 months from the date of this agreement.
- (c) Buyer or Seller have the right to raise outside capital into Seller during this period at the same or mutually agreed up terms.

1.4 Earn-In Structures

- (a) Kyle Williams (who may assign his interests to an entity of his choosing) shall earn-in Units of Buyer equal to 25% of EBITDA of the Seller for 2 years to maximum earn in equal to 50% of Buyers Units or percentage such that Buyer will maintain 14% of the units of Seller's LLC. Each unit or percentage priced at the most recent round of Seller.

- (b) Buyer or as assigns shall earn-in units of Seller equal to 25% of all new funds invested by Buyer or third-party investors. Each unit or percentage priced at the most recent round of Seller.

1.5 Management Agreements

(a) The Buyer shall enter into management agreements with Seller as outlined in Schedule 4.

(b) Buyer shall appoint 1 managing member to Seller, an independent third party for a total of up to 3 managers.

(c) Buyer and Seller shall agree on a new Operating Agreement for Seller as part of closing.

2. CLOSING

2.1 The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall occur within forty-five (45) days once Agreement is executed by the parties hereto and the following conditions have been met, or longer if they have not been met within this timeline or as otherwise mutually agreed to in writing,

2.2 As a prerequisite of the closing,

- (a) the Seller must provide a detailed list of assets including inventory.
- (b) the Seller will provide financial statements from inception till the most recent year ending or quarter ending.
- (c) the Seller will provide a list of all available products and certificate of analysis for each.
- (d) the Buyer and Seller will complete each of the attached Schedules.

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Seller

- (a) Organization; Power. The Seller is a LLC organized and legally existing under the laws of the State of Texas, and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement and all other agreements contemplated by this Agreement to which the Seller is a party have been duly and validly authorized by all necessary corporate action of the Seller. This Agreement and all other agreements

contemplated by this Agreement, when executed and delivered by the parties thereto, shall constitute legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

- (c) Conduct of Business; Liabilities. Except for certain obligations of the Seller, described in Section 2.2 (e), the Seller is not in default under, and no condition exists that with notice or lapse of time or both would constitute a default of the Seller under:
- (i) any mortgage, loan agreement, indenture, evidence of indebtedness, or other instrument evidencing borrowed money to which the Seller is a party or by which the Seller is bound; or
 - (ii) any judgment, order or injunction of any court, arbitrator or governmental agency that would reasonably be expected to affect materially and adversely the assets of the Seller's business, financial condition or results of operations.
- (d) No Adverse Consequences. The execution, delivery and performance of this Agreement by the Seller will not:
- (i) result in the creation or imposition of any lien, security interest, charge or encumbrance on the seller's assets;
 - (ii) violate or conflict with, or result in a breach of, any provision of the Seller's Articles of Incorporation or Bylaws;
 - (iii) violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to the Seller, or
 - (iv) conflict with, constitute grounds for termination or acceleration of, result in the breach of the terms, conditions, or provisions of, result in the loss of any benefit to the Seller under, or constitute a default under (whether by virtue of the application of a "change of control" provision or otherwise) any agreement, instrument, license or permit to which either the Seller is a party or by which the Seller is bound.
- (e) No Undisclosed Liabilities. Except for as set forth in recorded filings against the seller or the assets transferred herein, or under Section 2.2 (e)

the assets transferred herein are not subject to any material liability or obligation.

- (f) Litigation. Except as discussed in Schedule 1, there are no actions, suits, proceedings, orders, investigations, or claims pending or, to the Seller's knowledge, threatened against the Seller or any of the Seller's assets, at law or in equity, and the Seller is not subject to any arbitration proceedings or, to the Seller's knowledge, any governmental investigations or inquiries. There have been no actions, suits, proceedings, orders, investigations, or claims pending or threatened against Herban Healing LLC.
- (g) Tax Matters. The Seller has filed all United States, state, local and foreign tax returns and reports required to be filed and has paid all taxes shown as due thereon, and no taxing authority has asserted any deficiency in the payment of any tax or has informed the Seller that it intends to assert any such deficiency or to make any audit or other investigation of the Seller for the purpose of determining whether such a deficiency should be asserted against the Seller.
- (h) Compliance with Laws. The Seller is in material compliance with all laws, statutes, ordinances, regulations, orders, judgments or decrees applicable to it, the enforcement of which, if the Seller were not in compliance therewith, would have a material adverse effect on the business and operations of the Seller. The Seller has not received any notice of any asserted present or past failure by the Seller to comply with such laws, statutes, ordinances, regulations, orders, judgments or decrees.
- (i) Environmental, Health and Safety Matters. The Seller has obtained, has complied with, and is in compliance with, in each case in all material respects, all permits, licenses and other authorizations that are required pursuant to applicable environmental, health and safety legislation for its assets and operations. The Seller has not received any written or oral notice, report or other information regarding any actual or alleged material violation of any applicable environmental, health and safety legislation, or any material liabilities or potential material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any material investigatory, remedial or corrective obligations, relating to its assets arising under applicable environmental, health and safety legislation.
- (j) Permits and Licenses. The Seller holds, and at all times has held, all permits necessary to operate its business pursuant to all applicable statutes, laws, ordinances, rules and regulations of all government bodies, agencies and other authorities, except when the failure to hold any permit would not have a material adverse effect on the business. The Seller is in

material compliance with all the terms of each permit, and there are no claims of material violation by the Seller of any permit. All applicable government entities and agencies that have issued any permits have consented or, prior to the Closing, shall have consented (when such consent is necessary) to the transfer of its assets without requiring any modification of the Seller's rights or obligations under such permits.

- (k) Accuracy of Representations and Warranties. None of the representations and warranties of the Seller contain, to the Seller's best knowledge, any untrue statement of material fact or omit any material fact necessary to the statements contained in this Agreement.
- (l) Account Payables and Account Receivables. The Accounts Payable will be retained by the Buyer as per the financial statements at the time of the closing date as outlined in Schedule 1.
- (m) Working Capital. Buyer will retain current Working Capital which will be calculated using a mutually agreed upon seasonally adjusted trailing average for the last 12 months period prior to close. Any amounts of Working Capital in excess of this amount shall be retained by Seller.
- (n) Broker. No Broker or Intermediary, other than Holmes and Associates , a Texas Corporation, has been retained by Seller for the purposes of this Agreement. Seller shall have any and all responsibility for payment of current and future fees to Calder Associates, Inc. pursuant to their Agreement.

3.2 Representations and Warranties of the Buyer

- (a) Organization; Power. The Buyer is a C-corporation incorporated and legally existing under the laws of the state of Nevada, headquartered and operating in Houston, Texas and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization. The execution, delivery and performance of this Agreement and all other agreements contemplated by this Agreement to which the Buyer is a party have been duly and validly authorized by all necessary corporate action of the Buyer. This Agreement and all other agreements contemplated by this Agreement, when executed and delivered by the parties thereto, shall constitute legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy,

insolvency and similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

- (c) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by the Buyer shall not:
- (i) violate or conflict with, or result in a breach of, any provision of the Buyer's Articles of Organization or Bylaws;
 - (ii) violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to the Buyer; or
 - (iii) conflict with, constitute grounds for termination or acceleration of, result in a breach of the terms, conditions, or provisions of, result in the loss of any benefit to the Buyer under, or constitute a default under (whether by virtue of the application of a "change of control" provision or otherwise) any agreement, instrument, license or permit to which either the Buyer is a party or by which the Buyer is bound.
- (d) Governmental Authorities. The Buyer is not required to submit any notice, report, or other filing with any government or regulatory authority in connection with the Buyer's execution, delivery and performance of this Agreement, and no consent, approval, or authorization of any government or regulatory authority is required to be obtained by the Buyer in connection with the Buyer's execution, delivery and performance of this Agreement.
- (e) Environmental, Health and Safety Matters. The Buyer has obtained, has complied with, and is in compliance with, in each case in all material respects, all permits, licenses and other authorizations that are required pursuant to applicable environmental, health and safety legislation for its assets and operations. The Buyer has not received any written or oral notice, report or other information regarding any actual or alleged material violation of any applicable environmental, health and safety legislation, or any material liabilities or potential material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any material investigatory, remedial or corrective obligations, relating to its assets arising under applicable environmental, health and safety legislation.
- (f) No Undisclosed Liabilities. Except as set forth in the balance sheet for the period ended March 31, 2019, or as set forth elsewhere in this agreement, the Buyer has no other liabilities for environmental, labor or tax matters or to any vendors or other parties.

- (g) Litigation. There are no actions, suits, proceedings, orders, investigations or claims pending or, to the Buyer's knowledge, threatened against the Buyer or its properties, assets, operations or businesses, at law or in equity, and the Buyer is not subject to any arbitration proceedings or, to the Buyer's knowledge, any governmental investigations or inquiries other than what is disclosed in Schedule 1 of this Agreement.
 - (h) Accuracy of Disclosures. All public disclosures of Buyer made in compliance with SEC (such as 10-Ks, 10-Qs, 8-Ks, etc.) or any other regulatory body are true and correct and do not contain any untrue statement of material fact or omissions of any material fact.
 - (i) Tax Matters. The Buyer has not yet filed the United States income tax returns for the tax years through December 31, 2018, because Buyer desires to coordinate those returns with the completed audited financial reports for that year in order to avoid having to later amend those returns to account for auditing changes. Buyer incurred losses for that year so there is no tax liability or penalties of any sort anticipated to be assessed for that year and the appropriate returns will be filed as soon as the appropriate audited financial reports are available.
 - (j) Accuracy of Representations and Warranties. None of the representations or warranties of the Buyer contain any untrue statement of material fact or omit any material fact necessary to make the statements contained in this Agreement not misleading.
 - (k) Broker. No Broker or Intermediary has been retained by Buyer for the purposes of this Agreement.
- 3.3 All representations, warranties, covenants and agreements made in this Agreement or in any exhibit, schedule, certificate or agreement delivered in accordance with this Agreement shall survive the Closing. The Seller's and Buyer's representations and warranties shall survive the Closing for a period of two (2) years, with the exception of warranties of title, which shall survive in accordance with the provisions of applicable laws.
- 3.4 Any previously agreed future expenditure of Buyer that has been prepaid by Seller prior to the closing of this transaction shall be repaid to Seller, at closing for the amount previously disbursed by Seller. Schedule 5 details any and all operating or capital costs subject to this Section.

- 3.5 Employee Incentive. The Buyer shall put in place an employee incentive program allowing key employees to be able to earn-in equity in the Buyer's company based on milestones to be determined in a subsequent agreement.
- 3.6 First Right of Refusal to Seller for Buyers activities. Buyer shall not sell to any third party a controlling share of Seller's interest without Seller's First Right of Refusal by Kyle Williams.

4. CONDITIONS PRECEDENT

4.1 Conditions Precedent to the Buyer's Obligations

- (a) Available Information. The Seller shall have provided the Buyer with all available information regarding the assets being purchased.
- (b) Representations and Warranties. Each of the representations and warranties made by the Seller in this Agreement shall be true and correct in all material respects at the Closing with the same effect as though such representations and warranties were made at that time, except for changes contemplated, permitted or required by this Agreement. The Seller shall have performed and complied with all agreements, covenants and conditions required of the Seller under this Agreement.
- (c) No Proceeding or Litigation. No action, investigation, suit or proceeding by or before any court, government or regulatory authority shall have been commenced and be continuing against the Seller, and no action, investigation, suit or proceeding shall have been threatened against the Seller or any of its affiliates, associates, officers or directors, seeking to restrain, prevent or alter the terms of this Agreement, questioning the validity or legality of this Agreement or seeking damages in connection with this Agreement other than what has been disclosed on Schedule 1.
- (d) Material Change. The Seller shall not have suffered any material adverse change in its business, prospects, financial condition, working capital, assets, liabilities (absolute, accrued, contingent, or otherwise) or operations.
- (e) Corporate Action. The Seller shall have furnished the Buyer with a copy, certified by an authorized signatory of the Seller, of the Seller's resolutions authorizing the execution, delivery and performance of this Agreement.
- (f) Audit. The Seller shall enter into and complete financial audits on a mutually agreed upon timeline, of its business through the fiscal quarter

ended December 31, 2020, December 31, 2021 and YTD 2021, of such quality as will meet SEC filing criteria. The audits will be paid for by the Buyer, either directly or reimbursed.

4.2 Conditions Precedent to the Seller's Obligations

- (a) Shares. All resolutions and share obligations due at closing shall be honored and issued upon closing.
- (b) Representations and Warranties. Each of the representations and warranties made by the Buyer in this Agreement shall be true and correct in all material respects at the Closing with the same effect as though such representations and warranties were made at that time, except for changes contemplated, permitted or required by this Agreement. The Buyer shall have performed and complied with all agreements, covenants, and conditions required of the Buyer under this Agreement.
- (c) No Proceeding or Litigation. No action, investigation, suit or proceeding by or before any court, government or regulatory authority shall have been commenced and be continuing against the Buyer, and no action, investigation, suit or proceeding shall have been threatened against the Buyer or any of its affiliates, associates, officers or directors, seeking to restrain, prevent or alter the terms of this Agreement, questioning the validity or legality of this Agreement or seeking damages in connection with this Agreement other than what is disclosed in Schedule 1 to this agreement.
- (d) Corporate Action. The Buyer shall have furnished the Seller with a copy, certified by an authorized signatory of the Buyer, of the Buyer's resolutions authorizing the execution, delivery and performance of this Agreement.

5. CONDUCT OF THE SELLER PENDING THE CLOSING

- 5.1 Prior to the Closing, the Seller shall operate its business in a manner consistent with past practice, and the Seller shall continue to use its full and reasonable efforts to keep available the services of current management and to preserve its current relationships with persons having business dealings with it.
- 5.2 Prior to the Closing, the Seller shall use, preserve and maintain, as far as practicable, in the ordinary course of business, all of its assets and business operations to the same extent and in the same condition as on the date of this Agreement. Without the Buyer's prior written consent, the Seller shall not sell, transfer or encumber its assets or make any commitments relating to said assets, except in the ordinary course of business.

- 5.3 The Seller shall comply in all material respects with all statutes, laws, ordinances, rules and regulations applicable to the Seller and its business operations in the ordinary course of business.
- 5.4 Prior to the Closing, the Seller shall notify the Buyer promptly of any material and adverse change in its assets or business operations.

6. JOINT COVENANTS

- 6.1 Without limiting any other obligations of the Seller and the Buyer herein, the Seller and the Buyer shall each use their best efforts to comply with all applicable securities laws and to satisfy the conditions set forth in this Agreement.
- 6.2 No press releases, other public announcements or notices to customers concerning the transactions contemplated by this Agreement shall be made by the Buyer or the Seller without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that nothing herein shall prevent the parties from supplying information or making statements as required by any government authority or in order for the parties to satisfy their legal obligations (prompt notice of which shall, in any such case, be given to the parties).
- 6.3 On the reasonable request of any party after the Closing, the parties shall take all action and execute any previously agreed but unexecuted documents and instruments necessary to consummate and give effect to this Agreement.
- 6.4 Closing Expenses. The Buyer and the Seller agreed to be responsible and pay for all closing costs unless as outlined within this agreement.
- 6.5 Further Assurances. The Buyer and Seller shall execute any necessary agreements to effect this transaction, whether or not specifically attached to this Agreement.

7. TERMINATION

- 7.1 This Agreement may only be terminated in writing with the mutual consent of the parties hereto.

8. INDEMNIFICATION

- 8.1 Notwithstanding any investigation by the Buyer, from and after the Closing, the Seller shall indemnify, hold harmless, and defend the Buyer and its subsidiaries, shareholders, affiliates, officers, directors, employees, agents, successors and

permitted assigns (collectively, the “**Buyer’s Indemnified Persons**”) from and against, and reimburse each of the Buyer’s Indemnified Persons with respect to, any and all losses, damages, liabilities, costs, and expenses, including interest from the date of such loss to the time of payment, penalties, and reasonable attorney fees (collectively, “**Damages**”) incurred by any of the Buyer’s Indemnified Persons by reason of or arising out of or in connection with any breach or inaccuracy of any surviving representation or warranty of the Seller made in this Agreement, and any failure by the Seller to perform any covenant required to be performed by the Seller pursuant to this Agreement. This indemnification extends to any Damages suffered by any of the Buyer’s Indemnified Persons, whether or not a claim is made against any of the Buyer’s Indemnified Persons by any third party. The Seller’s liability pursuant to this indemnification shall not exceed the consideration the Seller shall receive pursuant to this Agreement. All provisions of this indemnification are expressly limited to actual damages only.

- 8.2 Notwithstanding any investigation by the Seller, from and after the Closing, the Buyer shall indemnify, hold harmless, and defend the Seller and its subsidiaries, shareholders, affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, the “**Seller’s Indemnified Persons**”) from and against, and reimburse each of the Seller’s Indemnified Persons with respect to, any and all Damages incurred by any of the Seller’s Indemnified Persons by reason of or arising out of or in connection with any breach or inaccuracy of any representation or warranty of the Buyer made in this Agreement, and any failure by the Buyer to perform any covenant required to be performed by the Buyer pursuant to this Agreement. This indemnification extends to any Damages suffered by any of the Seller’s Indemnified Persons, whether or not a claim is made against any of the Seller’s Indemnified Persons by any third party. The Buyer’s liability pursuant to this indemnification shall not exceed the consideration the Buyer shall receive pursuant to this Agreement. All provisions of this indemnification are expressly limited to actual damages only.
- 8.3 The remedy provided by this section 8 shall be exclusive as to both parties with exception only for a determination of equitable relief.

9. GENERAL PROVISIONS

- 9.1 Waiver. The failure of any party to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the party entitled to the performance of such obligation, covenant or agreement or by the party who has the benefit of such condition, but such waiver or failure to insist on strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

- 9.2 Amendment. This Agreement may not be amended unless mutually consented to in writing by both the Buyer and the Seller.
- 9.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party hereto.
- 9.5 Notices. Any notice or communication required or permitted to be given under this Agreement shall be given in writing and shall be considered to have been given if delivered by hand, transmitted by facsimile transmission or mailed by prepaid registered post in the United States, to the address or facsimile transmission number of each party set out below:

To the Buyer:

Turner Valley Oil & Gas, Inc. Inc.
Attn: Dr. Jordan Balencic D.O., CEO
5900 Balcones Drive, Suite 4503
Austin, TX 78731
Email: turnerventuregroupinc@gmail.com

To the Seller:

Herban Healing LLC
Attn: Kyle Williams
13307 Skinner Rd.
Cypress, TX 77429
Email: info@herban-healing.com

With CC to:

Holmes Law PLLC
Attn: Tommy Holmes
3773 Richmond Ave, Suite #555
Houston, TX 77046
Email: info@holmesPLLC.com and
tommy@holmesPLLC.com

Any notice or communication shall be considered to have been received:

- (a) if delivered by hand during business hours on a business day, upon receipt by a responsible representative of the receiving party that is at least 18 years of age,
 - (b) if sent by electronic data transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day; and
 - (c) if mailed by Certified Mail Return Receipt requested postin the United States.
- (b) Email with reply info@herban-healing.com party.
- 9.6 Arbitration. All disputes arising under this Agreement shall be arbitrated by a mediator agreed upon by the parties prior to commencing any litigation.
- 9.7 Currency. All references to currency in this Agreement are to U.S. dollars unless otherwise stated.
- 9.8 Time of the Essence. Time shall be of the essence of this Agreement.
- 9.9 Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any such invalid or unenforceable provision shall be deemed to be severable.
- 9.10 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 9.11 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and, except as otherwise provided or as would be inconsistent with the provisions of this Agreement, their respective heirs, executors, administrators, successors and assigns.
- 9.12 Independent Legal Advice. Each of the parties to this Agreement confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement.
- 9.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. In the event that this Agreement is signed by one party and faxed to another, the parties agree that a faxed signature shall be binding upon the parties as though the signature was an original.

- 9.14 Venue. This agreement may be interpreted under the laws of the State of Texas and any and all legal actions shall hold venue in the State of Texas.
- 9.15 Brand. Buyer will acquire Seller as per the terms herein as a wholly-owned subsidiary in which Seller will continue to operate as is and under the current brand for a minimum period of one (1) year. Brand shall only change with consent of Buyer and Kyle Williams, their successors or assigns.
- 9.16 Corporate Divestiture. Buyer retains the right to sell itself and all of its subsidiaries any time after a minimum period of one (1) year with the Seller having the option to participate or buy first.
- 9.17 Binding Agreement. This Agreement shall be considered fully binding to the terms and conditions herein upon execution of the Agreement.
- 9.18 Conflicting Language. In the event of conflicting language in this Agreement, the parties shall amend the Agreement. Each party shall not withhold reasonable consent or efforts to further the intent of this Agreement.
- 9.19 Intent of Parties. Buyer

Seller : Seller's intent is to grow a national brand, maintaining most of the creative, management control, and equity with incentives for milestones reached. Seller wishes to have a management position in Buyer and do other projects in the future.

IN WITNESS WHEREOF this Agreement has been executed by the parties, and is effective as of the date of the last signature appearing below.

Herban Healing LLC

DocuSigned by:

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By: Kyle Williams, President and Managing Member

Date 4/8/2022

Turner Valley Oil & Gas, Inc.

Per:

DocuSigned by:
Jordan Balencic, D.O.
D091BD21A391402...

By: Dr. Jordan Balencic D.O., President / CEO

Date 4/6/2022

SCHEDULE 1
TRANSFER OF OWNERSHIP

The Seller shall transfer the following assets to Turner Venture Group, Inc., a Nevada corporation:

To be completed as part of the closing process.

SCHEDULE 2
TRANSFER OF EMPLOYEES / CONTRACTORS

To be completed as part of the closing process.

SCHEDULE 3

PREFERRED STOCK CERTIFICATE OF DESIGNATION

Turner Valley Oil & Gas, Inc.

Certificate of Designations

Series A Convertible Preferred Stock

Par Value \$0.0001 per share

**Pursuant to Section 151 of the
General Corporation Law of the State of Nevada**

The undersigned, Dr. Jordan Balencic D.O., CEO of Turner Valley Oil & Gas, Inc., a Nevada corporation (hereinafter called the "Corporation"), DOES HEREBY CERTIFY that the following is a true and correct copy of a resolution duly adopted by unanimous written consent of the Board of Directors of the Corporation on April 6th, 2022 and that the resolution has not been rescinded or amended and is in full force and effect as of the date hereof:

RESOLVED, that pursuant to the authority expressly granted to and vested in the Board of Directors of the Corporation (the "Board") by the provisions of the Certificate of Incorporation of the Corporation (as amended from time to time, the "Certificate of Incorporation"), there hereby is created of Preferred Series A Stock, par value \$0.0001 per share, of the Corporation authorized in Article IV of the Certificate of Incorporation ("Preferred Stock") having the following powers, designations, preferences and relative participating, optional and other rights, and the following qualifications, limitations and restrictions:

1. Designation; Number of Shares; Par Value. The shares of such series will be designated as "Series A Convertible Preferred Stock" (the "Series A Preferred"). The original issue price of the Series A Preferred is **\$1.00 per share** (the "Original Issue Price").

2. Conversion Rights. The holders of shares of Series A Preferred will have conversion rights as follows:

(a) Conversion of Series A Preferred. Each share of Series A Convertible Preferred Stock shall be convertible into Common Stock at a conversion price of \$0.01 per share (the "Conversion Price"), on the conditions set forth below, on the date on which the purchaser issues written notice for conversion.

(i) Upon conversion of shares of Series A Convertible Preferred Stock into shares of Common Stock, the Holder shall receive 100 shares of Common Stock for each share held of Preferred Stock.

(ii) Upon conversion of shares of Series A Convertible Preferred Stock into shares of Common Stock, the Holder shall surrender the certificate(s) evidencing the shares of Series A Convertible Preferred Stock that have been converted (the "Converted Shares") at the principal office of the Corporation (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the Holders of the Series A Convertible Preferred Stock) at

any time during its usual business hours, and designate in writing the name(s) (with addresses) and denominations in which the certificate(s) evidencing the Converted Shares shall be issued, and instructions for the delivery thereof. Upon its receipt of the foregoing, the Corporation shall be obligated to, and shall promptly, issue and deliver in accordance with such instructions the certificate(s) evidencing the Converted Shares issuable upon such conversion. Upon conversion, the rights of the holder of such Converted Shares as such holder shall cease, and the Person(s) in whose name or names any certificate(s) evidencing the Converted Shares are to be issued upon such conversion shall be deemed to have become the holder(s) of record of the Converted Shares.

(iii) Upon the issuance of the Converted Shares in accordance with this Section 2, such shares shall be deemed to be duly authorized, validly issued, fully paid and non-assessable.

(b) Fractional Shares. No fractional shares of Common Stock will be issued upon conversion of shares of Series A Preferred. Instead of issuing any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Series A Preferred, the Corporation will pay a cash amount in respect of such fractional interest equal to the fair market value of such fractional interest as determined in good faith by the Board. If the shares of Series A Preferred being converted by a holder at one time are represented by more than one certificate surrendered for conversion, the number of whole shares of Common Stock issuable upon such conversion will be computed on the basis of the aggregate number of shares of Series A Preferred to be converted and represented by all such surrendered certificates.

(c) Taxes. The holder of the Series A Convertible Preferred Stock is responsible for any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series A Preferred pursuant hereto. In addition, the Corporation will not be required to pay any tax that may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred so converted were registered.

(d) Reservation of Shares. The Corporation will at all times reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred, the full number of shares of Common Stock issuable upon the conversion of all shares of Series A Preferred from time to time outstanding. The Corporation will from time to time (subject to obtaining necessary director and stockholder action), in accordance with the laws of the State of Nevada, increase the authorized amount of its Common Stock if at any time the authorized number of shares of its Common Stock remaining unissued will not be sufficient to permit the conversion of all of the shares of Series A Preferred at the time outstanding.

(e) **No Reissuance of Shares.** All certificates of Series A Preferred surrendered for conversion will be appropriately canceled on the books of the Corporation.

3. Dividends.

(a) The Holders of Series A Convertible Preferred Stock shall participate pro rata in the payment of any dividend or distribution to the holders of the Common Stock as would be declared and payable on the largest number of whole shares of Common Stock into which the shares of Series A Convertible Preferred Stock held by such Holder could be converted, on the record date fixed for such dividend or distribution, pursuant to the provisions of Section 2 above.

(b) The Holders of Series A Convertible Preferred Stock shall receive no dividends.

4. Voting Rights. The holders of Series A Preferred will have voting rights as follows:

(a) **Voting Together With Common Stock.** The holder of each share of Series A Preferred issued and outstanding will have the right to one vote for each share of Common Stock into which such share of Series A Preferred could be converted on the record date for the vote or consent of stockholders. Each holder of shares of Series A Preferred will be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. The holders of Series A Preferred will vote with the holders of the Common Stock (and the holders of shares of the Series A Preferred will have voting rights and powers equal to those of the holders of the Common Stock) upon all matters upon which holders of Common Stock have the right to vote, except those matters required by law, the Certificate of Incorporation or this Certificate of Designations to be submitted to a class or series vote. Fractional votes will not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares of Common Stock into which shares of Series A Preferred held by each holder could be converted) will be rounded to the nearest whole number (with one-half being rounded upward).

5. Notices. All notices, demands and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand or when sent by facsimile transmission (with receipt confirmed), provided a copy is also sent by express (overnight, if possible) courier, addressed (a) in the case of a holder of the Series A Preferred, to such holder's address of record and (b) in the case of the Corporation, to the Corporation's principal executive offices to the attention of the Corporation's Secretary.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be signed by its President on this 06th day of April, 2022.

DocuSigned by:
Kyle Williams
F7E306BD379549E...

Kyle Williams, President/Owner
Herban Healing LLC

DocuSigned by:
Jordan Balencic, D.O.
D091BD21A391402...

Dr. Jordan Balencic D.O., CEO
Turner Valley Oil & Gas, Inc.

**SCHEDULE 4
MANAGEMENT AGREEMENTS**

To be completed as part of the closing process.

**SCHEDULE 5
USE OF PROCEEDS AND CAPITAL DEPLOYMENT SCHEDULE**

To be completed as part of the closing process.