SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made effective the 21th day of June, 2022.

AMONG:

AYURCANN HOLDINGS CORP.,

a corporation existing under the laws of the Province of Ontario, having a registered office at Unit 6, 1080 Brock Rd., Pickering, Ontario L1W 3H3

(hereinafter referred to as the "**Purchaser**")

- and -

JOINTS AND HUSTLE & SHAKE INC.,

a corporation existing under the laws of the Province of Ontario, having a registered office at [redacted]

(hereinafter referred to as "**Joints and Hustle**")

-and-

TETRA OILS INC.

a corporation existing under the laws of the Province of Ontario, having a registered office at [redacted]

(hereinafter referred to as "**Tetra**")

WHEREAS:

A. Tetra is the legal and beneficial owner of all the issued and outstanding Joints and Hustle Shares.

B. The Purchaser has agreed to purchase from Tetra all of the issued and outstanding Joints and Hustle Shares upon the terms and conditions set forth in this Agreement (the "**Transaction**"), such that the Purchaser will, upon Closing (as defined herein), be the sole direct or indirect shareholder of Joints and Hustle.

C. Tetra has agreed to the Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties covenant and agree as follows:

ARTICLE I

INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

(1) "**affiliate**" has the meaning ascribed to such term in the *Securities Act* (Ontario).

(2) "**Agreement**" means this share purchase agreement dated June 21, 2022, together with all schedules, appendices, and exhibits attached hereto, as the same may be supplemented or amended from time to time.

(3) "**Alternative Transaction**" means any of the following (and excludes the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving Joints and Hustle or any analogous transaction, (b) any acquisition of all or substantially all of the assets of Joints and Hustle (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect), (c) any acquisition of beneficial ownership of 50% or more of Joints and Hustle's voting securities in a single transaction or a series of related transactions, (d) any acquisition by Joints and Hustle or the Purchaser, as applicable, of any assets or capital stock of another Person (other than acquisitions of capital stock or assets of any other Person that are not, individually or in the aggregate, material to Joints and Hustle), or (e) any *bona fide* proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date.

(4) "**Applicable Laws**" means, in respect of any Person, property, transaction, event or other matter, as applicable, (i) any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty, order, directive, judgment, decree, injunction, decision, ruling, award or writ, domestic or foreign, of any Governmental Authority having jurisdiction applicable to that Person, property, transaction, event or other matter and, (ii) whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines and policies of any Governmental Authority having jurisdiction over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.

(5) "**Authorizations**" means, collectively, all consents, licenses, registrations, permits, authorizations, permissions, assignments, orders, approvals, clearances, waivers, certificates, and declarations issued, granted, given or otherwise made available by or under the authority of any Governmental Authority, whether domestic or foreign, or pursuant to any requirement under Applicable Laws.

(6) "**Ayurcann Common Shares**" means the common shares in the capital of the Purchaser.

(7) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, Contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business.

(8) "**Brands**" means the Intellectual Property comprising of the 'Joints' and 'Hustle & Shake' brands.

(9) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario.

(10) "**Claim**" has the meaning set forth in Section 8.04.

(11) "**Closing Date**" means the date of Closing, which shall be the third (3rd) Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will

take at the Closing itself), or such other earlier or later date as the Purchaser and Joints and Hustle may mutually determine.

(12) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement.

(13) “**Consideration Shares**” has the meaning set forth in Section 2.02.

(14) “**Constating Documents**” means, with respect to any Person, as applicable, its articles and/or certificate of incorporation, notice of articles, articles of amendment, articles of amalgamation or continuance, memorandum of association, charter, by-laws, declaration of trust and other constating documents (in the case of a trust), partnership agreement, limited liability company agreement or other similar document, and all unanimous shareholder agreements, other shareholder agreements, voting trust agreements and similar arrangements applicable to the Person’s equity interests, all as in effect from time to time.

(15) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares.

(16) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholder agreement and any amendments thereto, (ii) all minutes of meetings and resolutions of Joints and Hustle, directors and any committee thereof, (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers, and (iv) all accounting records.

(17) “**CSE**” means Canadian Securities Exchange.

(18) “**Direct Claim**” has the meaning set forth in Section 8.04.

(19) “**disclosed**” means in the case of the Joints and Hustle and Tetra, fairly disclosed in writing to the Purchaser prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed).

(20) “**Environmental Laws**” means all Applicable Laws relating to the environment, including, but not limited to, those pertaining to (i) the reclamation or restoration of properties, (ii) the abatement of pollution, (iii) the protection of the environment or wildlife, including endangered species, (iv) public safety with respect to environmental hazards, (v) the protection of cultural or historic resources, (vi) the management, treatment, storage, disposal or control of, or exposure to, any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws (such substances and materials collectively referred to in this definition as, “**Hazardous Substances**”), (vii) the release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances, including ambient air, surface water and groundwater, (viii) the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of Hazardous Substances.

(21) “**Escrow Agent**” means Paolone Law or such other Person as may be mutually agreed upon and duly appointed by the Purchaser and Tetra, each acting reasonably, as escrow agent pursuant to the Escrow Agreement.

(22) “**Escrow Agreement**” means the escrow agreement in the form attached hereto as Schedule “B”, to be entered into at the Time of Closing by the Purchaser, Tetra and Escrow Agent.

(23) “**GAAP**” means generally accepted accounting principles in Canada (and, if applicable, includes International Financial Reporting Standards).

(24) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, whether domestic or foreign, or (b) regulatory authority, including any securities commission, or stock exchange, including the CSE.

(25) “**Information Technology**” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites, databases, telecommunications equipment and facilities and other information technology systems owned, licensed, used or held by a Person.

(26) “**Intellectual Property**” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to Applicable Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all (a) trademarks, service marks, trade names, brand names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of, and symbolized by, and all registrations, applications and renewals for, any of the foregoing, (b) internet domain names, whether or not trademarks, web addresses, web pages, websites and related content and URLs, (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights and (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re- examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor s certificates, petty patents and patent utility models).

(27) “**Joints and Hustle Disclosure Letter**” means the disclosure letter dated as of the Closing Date (and addressed to the Purchaser) delivered by Joints and Hustle to the Purchaser concurrently with the execution of this Agreement.

(28) “**Joints and Hustle Material Contracts**” means, collectively, all Contracts and other obligations or rights (and all amendments, modifications and supplements thereto) to which Joints and Hustle is a party or by which its assets, rights and properties are bound that are material to the business or assets of Joints and Hustle, including, all Contracts listed in the Joints and Hustle Disclosure Letter.

(29) **“Joints and Hustle Purchase Orders**” means the purchase order information provided by Joints and Hustle in section 3 of the Joints and Hustle Disclosure Letter.

(30) “**Joints and Hustle Shares**” means common shares in the capital of Joints and Hustle.

(31) “**Joints and Hustle**” has the meaning ascribed to such term on page 1 of this Agreement.

(32) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them.

(33) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), claim, mortgage, title retention agreement or arrangement, restrictive covenant, or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment, or performance of an obligation.

(34) "**Material Adverse Effect**", when used in connection with the a party, means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, would reasonably be expected to be material and adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the party and its affiliates (if applicable), taken as a whole, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations under this Agreement or consummate the Transaction, provided however that, a Material Adverse Effect shall not include (1) any change, effect, fact, circumstance or event (A) relating to the global economy or financial, securities or commodities markets in general in the world including, without limitation, changes in currency exchange rates or interest rates, or (B) generally affecting the industry within which the party and its subsidiaries (if applicable) are engaged in business, which does not have a materially disproportionate effect on such party and its subsidiaries (if applicable) relative to other comparable Persons operating in the industry in which the party and its subsidiaries (if applicable) are engaged in business, and (2) the impact(s) of the COVID-19 pandemic or other health crisis or public health event, on the business, operations or financial condition of the party and its subsidiaries (if applicable).

(35) "**Material Contract**" means, with respect to a Person, any Contract to which such Person is a party and which is material to such Person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such Person, (ii) which would result in payments to or from such Person or its subsidiaries (if any) in excess of $25,000, whether payable in one payment or in successive payments, (iii) relating to the borrowing of money or to capital expenditures, and (iv) not entered into in the Ordinary Course.

(36) "**material fact**" shall have the meaning ascribed to it in the *Securities Act* (Ontario).

(37) "**Ordinary Course**" means, with respect to an action taken by a Person, that such action is (i) consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of the business of such Person, and (ii) similar in nature to actions customarily taken in the normal day-to-day operations of the businesses of other Persons that are in the same line of business as such Person.

(38) "**Person**" includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof.

(39) "**Purchased Shares**" means all of the Joints and Hustle Shares purchased by the Purchaser pursuant to this Agreement.

(40) "**Regulation S**" means Regulation S under the U.S. Securities Act.

(41) "**Section 85**" means provisions set out in section 85 of the Tax Act.

(42) "**Securities Laws**" means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended.

(43) "**Support and Voting Agreement**" means the support and voting agreement in the form attached hereto as Schedule "C", to be entered into at the Time of Closing by the Purchaser and Tetra.

(44) "**Tax Act**" means the *Income Tax Act* (Canada).

(45) "**Tax Return**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with

any Governmental Authority with respect to any Tax together with all amendments and supplements thereto.

(46) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and “**Taxes**” has a corresponding meaning.

(47) “**Termination Date**” means July 31, 2022 or such later date as may be agreed in writing between the Purchaser and Joints and Hustle.

(48) “**Tetra**” has the meaning set forth in the first page of this Agreement.

(49) “**Time of Closing**” means 10:00 a.m. (EST) on the Closing Date, or such other time as the Purchaser and Joints and Hustle may mutually determine.

(50) “**Transaction**” has the meaning set forth in the recitals of this Agreement.

(51) “**U.S. Person**” has the meaning ascribed to such term in Regulation S.

(52) “**U.S. Securities Act**” means the *United States Securities Act of 1933*.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of the United States unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, (i) words importing the singular number only shall include the plural and vice versa, (ii) words importing the use of any gender shall include all genders, and (iii) words importing Persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any Person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time, and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian GAPP, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

(a) Any reference herein to "the knowledge of the Purchaser" (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

(b) Any reference herein to "the knowledge of Joints and Hustle" (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of Joints and Hustle, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

(c) Any reference herein to "the knowledge of Tetra" (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of Tetra, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.09 Schedules

The following schedules to this Agreement are an integral part of this Agreement:

Schedule	***Description***
Schedule "A"	Certification of Shareholder's Information
Schedule "B"	Escrow Agreement
Schedule "C"	Support and Voting Agreement

ARTICLE II

PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, Tetra covenants and agrees to sell, assign and transfer to the Purchaser, and the Purchaser covenants and agrees to purchase from Tetra, the Purchased Shares, free and clear of any Liens, at the Time of Closing.

2.02 Purchase Consideration

In consideration for the acquisition of the Joints and Hustle Shares, the Purchaser shall pay to Tetra \$5,500,000 (the "**Purchase Price**"), which shall be satisfied through the issuance of 32,352,941 Ayurcann Common Shares from treasury at a deemed price of \$0.17 per Ayurcann Common Share, free and clear of any Liens (the "**Consideration Shares**") and the Consideration Shares shall be deposited with the Escrow Agent, in trust on the

Closing Date pursuant to the terms of the Escrow Agreement, and released to Tetra in accordance with the terms and conditions thereof.

2.03 Restrictions on Resale

Tetra acknowledges and agrees as follows:

(1) The transfer of the Purchased Shares and the issuance of the Consideration Shares in exchange therefor, will be made pursuant to appropriate exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws, including, pursuant to the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemption*.

(2) As a consequence of acquiring the Consideration Shares pursuant to the Exemptions:

(i) Tetra will be restricted from using certain of the civil remedies available under the Securities Laws;

(ii) Tetra may not receive information that might otherwise be required to be provided to Tetra, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;

(iii) no securities commission, stock exchange or similar regulatory authority has, or will have, reviewed or passed on the merits of an investment in the Consideration Shares;

(iv) there is no, and will not be, government or other insurance covering the Consideration Shares; and

(v) an investment in the Consideration Shares is speculative and of high risk.

(3) The certificates representing the Consideration Shares will bear such legends as required by the applicable Securities Laws and it is the responsibility of Tetra (and the Purchaser is in no way responsible) to find out what those restrictions are and to comply with them before selling or transferring the Consideration Shares.

(4) Tetra is knowledgeable of, or has been independently advised as to, the Applicable Laws of the applicable jurisdiction(s) which apply to the sale of the Purchased Shares and the issuance of the Consideration Shares in exchange therefor, and which may impose restrictions on the resale of such Consideration Shares in such jurisdiction(s) and it is the responsibility of Tetra to find out (and the Purchaser is in no way responsible for advising as to) what those resale restrictions are, and to comply with them before selling or transferring the Consideration Shares.

2.04 Tetra's Acknowledgement Regarding Disclosure

Tetra acknowledges that Tetra's personal information, as disclosed to the Purchaser and Purchaser's legal counsel (including but not limited to Tetra's name, address, telephone number, and email address, the number of Consideration Shares issued to Tetra, the Closing Date, and the prospectus exemption being relied on to issue the Consideration Shares to Tetra) ("**Tetra's Personal Information**") may be disclosed by the Purchaser or Purchaser's legal counsel to: (a) stock exchanges or securities regulatory authorities, (b) the Canada Revenue Agency or other taxing authorities, and (c) any of the other parties involved in the Transaction, including legal counsel to the Purchaser and may be included in record books in connection with Transaction. By executing this Agreement and any ancillary agreements, Tetra is deemed to be consenting to the foregoing collection, use and disclosure of Tetra's Personal Information. Tetra also consents to the filing of copies or originals of the Tetra documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. Tetra's Personal Information will be disclosed to the Canadian securities regulatory authorities, and such information is being indirectly collected by the Canadian securities regulatory authorities under the authority granted to it under Canadian securities legislation. This information is being collected for the purposes of the administration and enforcement of Canadian securities legislation. Tetra hereby authorizes the indirect collection of such information by the Canadian securities regulatory authorities. In the event Tetra has any questions with respect to the indirect collection of such information, Tetra should contact the applicable securities regulatory authority.

2.05 Section 85 Rollover

Tetra and Ayurcann covenant and agree to elect jointly under any applicable subsection of Section 85 (and any applicable provincial taxing legislation) in the prescribed form and within the prescribed time for purposes of the Tax Act (and such applicable provincial tax legislation) to make the purchase and sale of the Purchased Shares occur on a tax-deferred basis for Canadian federal and provincial tax purposes to the extent permitted by Applicable Laws, and shall therein agree that the proceeds of disposition to Tetra of the Purchased Shares and Ayurcann's cost of the Purchased Shares for purposes of the Tax Act and any applicable provincial tax legislation shall be determined by Tetra within the limitations set forth in the Tax Act, the regulations thereunder, and any applicable provincial tax legislation. Ayurcann covenants not to take any action or omit to take any action, as applicable, that would interfere with Tetra's ability to make any election or other filing required under the Tax Act or any applicable provincial tax legislation in respect of the purchase and sale of the Purchased Shares or to otherwise interfere with such purchase and sale occurring on a tax-deferred basis to the extent permitted by Applicable Law.

Ayurcann shall, at the request and expense of Tetra, execute in the exact form presented to Ayurcann, a Form T2057 prepared by Tetra (and any applicable provincial counterpart or applicable form) for the purpose of making a joint election to have the applicable provisions of section 85 of the Tax Act apply to the purchase and sale of the Purchased Shares. Tetra shall be solely responsible for filing the Form T2057 (or any other applicable document) with the relevant tax authority. Ayurcann shall not be liable for any damages arising to Tetra for a late filing of a Form T2057 or any errors or omissions on a Form T2057 which Ayurcann has executed in a timely fashion.

2.06 Contractual Restriction on Sale

Tetra hereby acknowledges and agrees that, prior to the Expiry Date (as such term is defined in the Escrow Agreement), Tetra shall: (i) not transfer, assign or otherwise make available the Consideration Shares in settlement of any litigation proceedings which, to the knowledge of Tetra, exist at the time of this Agreement; and (ii) only transfer the Consideration Shares pursuant to a good faith sale of such shares to an arm's-length third party, and not with a view of circumventing this Agreement and/or the Escrow Agreement. Notwithstanding the foregoing, Tetra may transfer the Consideration Shares without the consent of the Purchaser to affiliates of Tetra, or any company, trust or other entity owned by or maintained for the benefit of Tetra (each, a "**Transferee**"), provided that such Transferee executes a joinder agreement agreeing to be bound by all of Tetra's obligations hereunder.

2.07 Escrow Agreement

Subject to the terms and conditions of this Agreement, at the Time of Closing, the Purchaser shall deliver to the Escrow Agent the Consideration Shares to be held in escrow by the Escrow Agent pursuant to the terms of the Escrow Agreement, and released to Tetra in accordance with the terms and conditions thereof.

2.08 Support and Voting Agreement

Subject to the terms and conditions of this Agreement, at the Time of Closing, Tetra shall deliver to the Purchaser an executed Support and Voting Agreement in form attached hereto as Schedule "C".

ARTICLE III

CONDITIONS OF CLOSING

3.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of each of the following conditions on or before the Time of Closing:

(1) There shall be no action taken under any Applicable Laws by any Governmental Authority that (i) makes it illegal or restrains, enjoins or prohibits the Transaction, (ii) results in a judgment or assessment of damages relating to the Transaction that has a Material Adverse Effect on the Purchaser or Joints and Hustle, or (iii) could reasonably be expected to impose any condition or restriction upon the Purchaser or Joints and Hustle which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction.

(2) There shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser or Joints and Hustle, acting reasonably and with the benefit of advice from independent legal counsel, materially adversely affects or is reasonable likely to materially adversely affect the Transaction.

(3) The parties shall have received all Authorizations and other required regulatory, corporate and third-party approvals including the CSE, if applicable, and be in compliance with all applicable requirements and conditions under Applicable Laws necessary to complete the Transaction.

(4) Neither the Purchaser nor Joints and Hustle shall be subject to any material, unresolved litigation or court proceedings.

(5) There shall not be any prohibition under Applicable Laws against the completion of the Transaction.

(6) The Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all parties, and any one or more of such conditions may be waived by Joints and Hustle (on its own behalf and on behalf of Tetra) or by the Purchaser, in whole or in part, without prejudice to any party's right to rely on any other condition in favor of any party.

3.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of each of the following conditions on or before the Time of Closing:

(1) Joints and Hustle and Tetra shall have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser, in a form acceptable to the Purchaser, acting reasonably.

(2) Neither Joints and Hustle nor Tetra shall have violated Section 9.01.

(3) The representations and warranties of Joints and Hustle set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any

materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Joints and Hustle and Tetra to this effect shall have been delivered to the Purchaser.

(4) All of the terms, covenants and conditions of this Agreement to be complied with or performed by Joints and Hustle at or before the Time of Closing will have been complied with or performed, and a certificate of a senior officer of Joints and Hustle and Tetra to this effect shall have been delivered to the Purchaser.

(5) The representations and warranties of Tetra set forth in this Agreement shall have been true and correct in all respects as of the date hereof and shall be true and correct in all respects as of the Time of Closing (and for the avoidance of doubt, the delivery by Tetra of the documents required to be delivered by Tetra pursuant to Section 4.04 shall constitute a reaffirmation and confirmation by Tetra of such representations and warranties).

(6) All of the terms, covenants and conditions of this Agreement to be complied with or performed by Tetra at or before the Time of Closing will have been complied with or performed (and for the avoidance of doubt, the delivery by Tetra of the documents required to be delivered by Tetra pursuant to Section 4.04 shall constitute a reaffirmation and confirmation by Tetra of such compliance and performance).

(7) All Authorizations and all consents, assignments, waivers, permits, orders and approvals of all other Persons, including, the CSE, if applicable, all those party to the Joints and Hustle Material Contracts, necessary to conduct the business of Joints and Hustle or completion of the Transaction shall have been obtained.

(8) There shall not be any inquiry or investigation (whether formal or informal) in relation to Joints and Hustle or its directors or officers commenced or threatened by any securities commission or regulatory body having jurisdiction (including the CSE), the outcome of which could, in the opinion of the Purchaser, acting reasonably and with the benefit of advice from independent legal counsel, reasonably be expected to have a Material Adverse Effect on Joints and Hustle.

(9) There shall not have been, after the date of this Agreement, any Material Adverse Effect with respect to Joints and Hustle.

(10) Except with the prior written consent of the Purchaser, Joints and Hustle shall not have (i) completed, or agreed to complete, any acquisition or disposition other than in the Ordinary Course, or (ii) undertaken or completed, or agreed to undertake or complete, any financing of debt or equity securities of Joints and Hustle, or any "related party transaction" (within the meaning of applicable Securities Laws).

(11) Joints and Hustle shall not have suffered a loss, impairment, termination, or failure to renew, of any material Authorization.

(12) Tetra shall have duly executed and delivered to the Purchaser, the Escrow Agreement.

(13) Joints and Hustle shall have taken all such actions as may be necessary to reconstitute the board of directors of Joints and Hustle to be comprised of a total of one director as at the Closing, being Igal Sudman.

(14) The Purchaser shall have received resignations and releases in a form acceptable to the Purchaser, acting reasonably, in favour of Joints and Hustle and such other Persons as may be specified by the Purchaser, acting reasonably, duly executed by the director of Joints and Hustle.

(15) The Purchaser shall be satisfied with the Joints and Hustle Disclosure Letter.

(16) Tetra shall have duly executed and delivered to the Purchaser, the Support and Voting Agreement.

The foregoing conditions precedent are for the benefit of the Purchaser and any one or more of such conditions may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.03 Conditions of Closing in Favour of Joints and Hustle and Tetra

The obligations of Joints and Hustle and Tetra to complete the Transaction are subject to the fulfillment of each of the following conditions on or before the Time of Closing:

(1) The Purchaser shall have tendered all closing deliveries set forth in Section 4.02, including delivery of the certificates representing the Consideration Shares to the Escrow Agent.

(2) All Authorizations and all consents, waivers, permits, orders and approvals of all other Persons, including the CSE, if applicable, necessary to permit the completion of the Transaction shall have been obtained.

(3) The representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to Joints and Hustle and Tetra.

(4) All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to Joints and Hustle and Tetra.

(5) There shall not have been after the date of this Agreement, any Material Adverse Effect with respect to the Purchaser.

(6) The Consideration Shares will have been approved for issuance by the directors of the Purchaser, and upon issuance in accordance with the terms hereof, the Consideration Shares will be issued as fully paid and non-assessable shares in the capital of the Purchaser.

(7) There shall not be any inquiry or investigation (whether formal or informal) in relation to the Purchaser or its directors or officers commenced or threatened by any securities commission or regulatory body having jurisdiction, the outcome of which could, in the opinion of Joints and Hustle, acting reasonably and with the benefit of advice from independent legal counsel, reasonably be expected to have a Material Adverse Effect on the Purchaser.

The foregoing conditions precedent are for the benefit of Joints and Hustle and Tetra and any one or more of such conditions may be waived by Joints and Hustle (on its own behalf and on behalf of Tetra) and Tetra, in whole or in part, without prejudice to Joints and Hustle and Tetra's right to rely on any other condition in favor of Joints and Hustle and Tetra.

3.04 Notice and Cure Provisions

Each party will give prompt notice to the other parties of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event, change, or state of facts which occurrence or failure would or would be likely to:

(1) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or

(2) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01, 3.02, or 3.03, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV

CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place remotely at the Time of Closing by exchange of counterpart and electronic documentation and deliveries.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered to Joints and Hustle each of the following:

(1) Confirmation that the share certificates evidencing the Consideration Shares have been deposited with the Escrow Agent.

(2) A certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the Constating Documents of the Purchaser (and all amendments thereto as in effect as on such date), (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Consideration Shares, and (iii) as to the incumbency and genuineness of the signature of each officer of the Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby.

(3) The officer's certificates referred to in Sections 3.03(3) and 3.03(4).

(4) A certificate of status or good standing for the Purchaser, dated within two (2) days of the Closing Date.

4.03 Closing Deliveries of Joints and Hustle

At the Time of Closing, Joints and Hustle will deliver or cause to be delivered to the Purchaser each of the following:

(1) A certificate of one of Joints and Hustle's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the Constating Documents of Joints and Hustle (and all amendments thereto as in effect as on such date), (ii) all resolutions of the board of directors of Joints and Hustle approving the entering into of this Agreement and the completion of the Transaction, and (iii) as to the incumbency and genuineness of the signature of each officer of Joints and Hustle executing this Agreement or any of the other agreements or documents contemplated hereby.

(2) The officer's certificates referred to in Sections 3.02(3) and 3.02(4).

(3) The resignations and releases referred to in Section 3.02(14).

(4) A certificate of status or good standing for Joints and Hustle, dated within two (2) days of the Closing Date.

4.04 Closing Deliveries of Tetra

At the Time of Closing, each Tetra will cause to be delivered to the Purchaser each of the following:

(1) A certificate of one of Tetra's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the Constating Documents of Joints and Hustle (and all amendments thereto as in effect as on such date), (ii) all resolutions of the board of directors of Joints and Hustle and Tetra approving the entering into of this Agreement and the completion of the Transaction, and (iii) as to the incumbency and genuineness of the signature of each officer of Joints and Hustle and Tetra executing this Agreement or any of the other agreements or documents contemplated hereby.

(2) The officer's certificates referred to in Sections 3.02(3) and 3.02(4).

(3) All share certificates evidencing the Purchased Shares held or beneficially owned by Tetra, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers.

(4) Duly completed and executed copy of the Certification of Shareholder's Information.

(5) Tetra shall have duly executed and delivered to the Purchaser, the Escrow Agreement.

(6) Tetra shall have duly executed and delivered to the Purchaser, the Support and Voting Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favor of each of Tetra and Joints and Hustle as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

(1) **Organization and Qualification**. The Purchaser is a corporation validly existing under the laws of its jurisdiction of incorporation and is duly qualified, licensed or registered to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary. The Purchaser has all Authorizations required to own, lease and operate its properties and to carry on its business as now conducted.

(2) **Corporate Power and Authority**. The Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, and to own and lease its properties, and carry on its businesses as now being conducted.

(3) **Execution and Binding Obligation**. This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed, and delivered by the Purchaser, and each is, or will be at the Time of Closing, a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms,

subject only to any limitation under bankruptcy, insolvency or other law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(4) **Governmental Authorization**. No Authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement, except for those Authorizations which are contemplated by this Agreement or those Authorizations that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser.

(5) **No Conflict or Contravention**. The execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the Constating Documents of the Purchaser or of any resolutions of the directors or shareholder of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under, or accelerate the performance required by, or result in the suspension, cancellation, material alteration or creation of a Lien upon, any Material Contract, or license or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any Applicable Law applicable to the Purchaser.

(6) **Capitalization**.

(a) The authorized capital of Purchaser consists of an unlimited number of Ayurcann Common Shares, of which, as of the date of this Agreement, 121,099,318 Ayurcann Common Shares are issued and outstanding.

(a) All outstanding Ayurcann Common Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Ayurcann Common Shares issuable upon the exercise of any outstanding convertible securities of the Purchaser, in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable.

(b) All securities of the Purchaser have been issued in compliance with all applicable Securities Laws.

(7) **Consideration Shares**. The Consideration Shares will, when issued in accordance with the terms hereof, be validly issued as fully paid and non-assessable Ayurcann Common Shares.

(8) **Third Party Consents, Waivers, Approvals**. There are no waivers, consents, notices or approvals required to be given to, or obtained from, any Person by the Purchaser under any Contract to which the Purchaser is a party in connection with (i) the execution, delivery and performance by Purchaser of this Agreement, or (ii) the consummation of the Transaction and the other transactions contemplated by this Agreement.

(9) **Reporting Issuer**. The Purchaser is a "reporting issuer" in Ontario, Alberta and British Columbia and Ontario (as that term is defined under the applicable Securities Laws in the Provinces of Ontario, Alberta and British Columbia) and is not in material default of such Securities Laws.

(10) **Conduct of Business.** The Purchaser has conducted, and is conducting, its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which its business is carried on.

(11) **Authorizations**. The Purchaser has all Authorizations of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to

carry on its business as presently conducted and own, operate or use the assets and property of the Purchaser, except for such Authorizations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such Authorizations are in good standing in all material respects.

(12) **Insolvency, Bankruptcy, Etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending or threatened against the Purchaser.

(13) **Investigations.** The Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser.

(14) **Litigation, Judgements, Etc.** There is no claim, suit, action or proceeding in effect or ongoing or, to the knowledge of the Purchaser, pending or threatened, against or relating to the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no writ, judgment, decree, award, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser.

5.02 Representations and Warranties of Tetra

Tetra hereby represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(1) **Organization and Status.** Tetra is a corporation validly existing under the laws of its jurisdiction of incorporation and is in good standing in each jurisdiction in which it holds any assets and properties (whether owned, leased, licensed or otherwise), or carries on any activities.

(2) **Corporate Power and Authority**. Tetra has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement.

(3) **Execution and Binding Obligation**. This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed, and delivered by Tetra, and each is, or will be at the Time of Closing, a legal, valid and binding agreement of Tetra enforceable against it in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(4) **No Conflict or Contravention**. The execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the Constating Documents of Tetra or of any resolutions of the directors or shareholder of Tetra, (ii) conflict with, result in a breach of, constitute a default under, or accelerate the performance required by, or result in the suspension, cancellation, material alteration or creation of a Lien upon, any Material Contract, or license or permit to which Tetra is a party or by which Tetra is bound or to which any material assets or property of Tetra is subject, or (iii) to the knowledge of Tetra, violate any provision of any Applicable Law applicable to Tetra.

(5) **Registered and Beneficial Owners**. Tetra is the registered and beneficial owner of 100 Joints and Hustle Shares, representing all of the issued and outstanding shares of Joints and Hustle, free and clear of all Liens. Except for the Purchaser's rights hereunder, no Person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares

held or beneficially owned by Tetra and none of such Joints and Hustle Shares are subject to any voting trust, shareholder agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of any shares of Joints and Hustle.

(6) **Governmental Authorization**. No Authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Tetra is required to be obtained by Tetra in connection with the execution and delivery of this Agreement, except for those Authorizations which are contemplated by this Agreement or those Authorizations that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Tetra from performing its obligations under this Agreement.

(7) **Litigation, Judgements, Etc.** There is no claim, suit, action or proceeding in effect or ongoing or, to the knowledge of Tetra, pending or threatened, against or relating to Tetra that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Tetra and the consummation of the Transaction, and there is no writ, judgment, decree, award, injunction, rule or order of any Governmental Authority outstanding against Tetra causing, or which could reasonably be expected to cause, a Material Adverse Effect on Tetra and the consummation of the Transaction.

(8) **Residence under Tax Act.** Tetra is not a "non-resident" of Canada within the meaning of the Tax Act.

(9) **U.S. Securities Law Matters.** Tetra represents, warrants and covenants as follows:

(i) The offer to purchase the Purchased Shares held or beneficially owned by Tetra was not made to Tetra when it was, or any beneficial purchaser for whom it is acting, if applicable, was in the United States.

(ii) Tetra is not a U.S. Person, is not in the United States, and is not acquiring the applicable Consideration Shares on behalf of, or for the account or benefit of, a U.S. Person or a Person in the United States.

(iii) At the time this Agreement was executed and delivered by Tetra, it was outside the United States.

(iv) Tetra or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute, either directly or indirectly, any of the Consideration Shares in the United States, except in compliance with the U.S. Securities Act.

(v) The current structure of the Transaction and all transactions and activities contemplated in this Agreement is not a scheme by Tetra to avoid the registration requirements of the U.S. Securities Act and any applicable federal and state Securities Laws of the United States.

(10) **Brokers and Finders**. Tetra has not engaged or authorized any Person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, and no Person is, or will be entitled to, any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.

(11) **Certification of Shareholder's Information.** The acknowledgements, representations, warranties, covenants and information contained in this Agreement and Certification of Shareholder's Information (as attached hereto as Schedule "A") are true and correct as of the date hereof and will be true and correct as of the Closing Date.

(12) **Full Disclosur**e. No representation or warranty of Tetra contained in this Agreement or any document or certificate delivered pursuant to this Agreement contains any untrue statement of a material

fact or omits to state a material fact necessary in order to make the statements contained herein or therein, as the case may be, not misleading.

5.03 Representations and Warranties of Joints and Hustle and Tetra

Joints and Hustle and Tetra represent and warrant to the Purchaser as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(1) **Organization and Qualification**. Joints and Hustle is a corporation validly existing under the laws of its jurisdiction of incorporation and is duly qualified, licensed or registered to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary. Joints and Hustle has all Authorizations required to own, lease and operate its properties and to carry on its business as now conducted.

(2) **Corporate Power and Authority**. Joints and Hustle has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, and to own and lease its properties, and carry on its businesses as now being conducted.

(3) **Execution and Binding Obligation**. This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed, and delivered by Joints and Hustle, and each is, or will be at the Time of Closing, a legal, valid and binding agreement of Joints and Hustle enforceable against it in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(4) **Governmental Authorization**. No Authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Joints and Hustle is required to be obtained by Joints and Hustle in connection with the execution and delivery of this Agreement, except for those Authorizations which are contemplated by this Agreement or those Authorizations that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Joints and Hustle from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Joints and Hustle.

(5) **No Conflict or Contravention**. The execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the Constating Documents of Joints and Hustle or of any resolutions of the directors or shareholder of Joints and Hustle, (ii) conflict with, result in a breach of, constitute a default under, or accelerate the performance required by, or result in the suspension, cancellation, material alteration or creation of a Lien upon, any Material Contracts (including any Joints and Hustle Material Contracts), or license or permit to which Joints and Hustle is a party or by which Joints and Hustle is bound or to which any material assets or property of Joints and Hustle is subject, or (iii) violate any provision of any Applicable Law applicable to Joints and Hustle.

(6) **Capitalization**.

(a) The authorized capital of Joints and Hustle consists of an unlimited number of Joints and Hustle Shares. As of the date of this Agreement, there are 100 Joints and Hustle Shares issued and outstanding as fully paid and non-assessable shares.

(b) There are not now, and at the Time of Closing there will not be, any options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever, (i) requiring or which may require the issuance, sale or transfer by Joints and Hustle of any securities of Joints and Hustle (including any Joints and Hustle Shares, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Joints and Hustle, including any Joints and Hustle Shares) (collectively referred to in this subsection as, the "**Subject Joints and Hustle Securities**"), or (ii) obliging Joints and Hustle to, directly or indirectly, issue or sell any Subject Joints and Hustle Securities, or give any Person a right to subscribe for or acquire from Joints and Hustle, any Subject Joints and Hustle Securities.

(c) All outstanding Joints and Hustle Shares have been duly authorized and validly issued, are fully paid and non-assessable. There are no outstanding contractual or other obligations of Joints and Hustle to repurchase, redeem or otherwise acquire any of its securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Joints and Hustle having the right to vote with Tetra on any matter.

(d) All securities of Joints and Hustle (including the Joints and Hustle Shares) have been issued in compliance with all applicable Securities Laws.

(7) **Third Party Consents, Waivers, Approvals**. There are no waivers, consents, notices or approvals required to be given to, or obtained from, any Person by Joints and Hustle under any Contract to which Joints and Hustle is a party (i) in connection with the execution, delivery and performance by Joints and Hustle of this Agreement, or the consummation of the Transaction and the other transactions contemplated by this Agreement, or (ii) in order to maintain the Joints and Hustle Material Contracts in full force and effect immediately upon the consummation of the Transaction.

(8) **Residence under Tax Act.** Joints and Hustle is not a "non-resident" of Canada within the meaning of the Tax Act.

(9) **Shareholders' and Similar Agreements**. Neither Joints and Hustle nor Tetra is party to any shareholder, pooling, voting, or other similar arrangement or agreement relating to the ownership or voting of any of the securities of Joints and Hustle or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in Joints and Hustle, and Joints and Hustle and has not adopted a shareholder rights plan or any other similar plan or agreement.

(10) **Subsidiaries**. Joints and Hustle has no subsidiaries.

(11) **Reporting Issuer**. Joints and Hustle is not a "reporting issuer" or equivalent in any jurisdiction nor are any securities of Joints and Hustle listed or quoted on any stock exchange or electronic quotation system.

(12) **No Undisclosed Liabilities**. There are no liabilities or obligations of Joints and Hustle of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise.

(13) **Non-Arms' Length Transactions**. Joints and Hustle has not, since incorporation, (i) made or agreed to make any payment or loan to, or borrowed any moneys from or is otherwise indebted to, any current or former officer, director, employee or shareholder of Joints and Hustle, or any affiliate of Joints and Hustle, or any other Person not dealing at arm's length with Joints and Hustle, or any affiliate of any of the foregoing Persons (collectively referred to in this subsection as, the "**Joints and Hustle Non-Arm's Length Parties**"), except for payment made in the Ordinary Course, and (ii) has not incurred, assumed or guaranteed any debt for borrowed money, or created or assumed any Lien or on behalf or for the benefit of, any Joints and Hustle Non-Arm's Length Party.

(14) **Absence of Certain Changes of Events**. Since incorporation, except as disclosed to the Purchaser:

(a) Joints and Hustle has conducted its business only in the Ordinary Course.

(b) Joints and Hustle has not (i) issued, sold, or agreed to issue, sell, pledge, hypothecate, lease, dispose of or encumber any Joints and Hustle Shares or other securities of Joints and Hustle or any right, option or warrant with respect thereto, or (ii) split, combined or reclassified any of its securities, or declared or made any distribution in respect thereof.

(c) Joints and Hustle has not amended or proposed to amend its Constating Documents.

(d) Joints and Hustle has not incurred any liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had, or is reasonably likely to have, a Material Adverse Effect on Joints and Hustle.

(e) Joints and Hustle has neither approved nor entered into any agreement in respect of the purchase of any assets or properties or any interest therein, or the sale, transfer or other disposition of any portion of its assets or properties or any interest therein currently owned by Joints and Hustle and/or its affiliates, whether by asset sale, transfer of shares or otherwise, or a change of control (by sale or transfer of shares or sale of all or substantially all such property and assets).

(f) Joints and Hustle has not incurred or suffered a Material Adverse Effect.

(g) Joints and Hustle has not redeemed, repurchased or otherwise acquired any securities of Joints and Hustle, or declared, set aside, or paid or made any dividend or other distribution (whether in cash or otherwise) with respect to any securities of Joints and Hustle.

(h) Joints and Hustle has not entered into, or amended, any Joints and Hustle Material Contract.

(i) Joints and Hustle has not entered into any Contract under which it has outstanding indebtedness for borrowed money or for the deferred purchase price of property, or made any loan or advance to any Person.

(j) Joints and Hustle has not satisfied or settled any material claims or material liabilities, other than the settlement of claims or liabilities incurred in the Ordinary Course.

(k) Joints and Hustle has not entered into any agreement or understanding to do any of the foregoing.

(15) **Compliance with Laws.** Joints and Hustle is not in default under, or in violation of, and has not violated (and failed to cure such violation under) any Applicable Law, including, without limitation, Applicable Laws relating to the issuance or sale of securities, privacy and Intellectual Property, or any Authorizations, franchises, or concessions granted by, or any judgment, decree, writ, injunction or order of, any Governmental Authority, applicable to its business or any of its properties or assets. Joints and Hustle has not received any notice or other written communication alleging any material violations and/ or failure to comply with any Applicable Laws.

(16) **Authorizations**. Joints and Hustle has all Authorizations of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted and own, operate or use the assets and property of Joints and Hustle and all such Authorizations are in good standing in all material respects.

(17) **Investigations.** Joints and Hustle has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Joints and Hustle of such Governmental Authority's intention to commence or to conduct any investigation.

(18) **Insolvency, Bankruptcy, Etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Joints and Hustle or, to the knowledge of Joints and Hustle, are pending or threatened against the Purchaser.

(19) **Material Contracts**. The Joints and Hustle Material Contracts, together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Joints and Hustle Material Contracts. True and complete copies of the Joints and Hustle Material Contracts have been disclosed in the Joints and Hustle Disclosure Letter. Each of the Joints and Hustle Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Consideration Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Joints and Hustle has not violated or breached, in any material respect, any of the terms or conditions of any Joints and Hustle Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed. Joints and Hustle has not received any notice (whether written or oral), that any party to a Joints and Hustle Material Contract intends to cancel, terminate or otherwise modify or not renew its relationship with Joints and Hustle, and, to the knowledge of Joints and Hustle, no such action has been threatened.

(20) **Intellectual Property**.

(a) The Joints and Hustle Disclosure Letter sets out a true, correct and complete list, and, where appropriate, a description of (i) all of the registered and material unregistered Intellectual Property owned or used by Joints and Hustle (collectively referred to in this subsection as, the "**Joints and Hustle IP**") and (ii) all licenses or similar agreements or arrangements to which Joints and Hustle is a party, either as licensee or licensor, with respect to registered and material unregistered Intellectual Property necessary for the carrying on of the business of Joints and Hustle as presently conducted.

(b) Joints and Hustle is the exclusive owner of all right, title and interest in and to, or possesses the right to use the Joints and Hustle IP, free and clear of all Liens. Other than as disclosed in the Joints and Hustle Disclosure Letter, Joints and Hustle has not assigned, licensed or otherwise conveyed any of the Joints and Hustle IP other than in the Ordinary Course.

(c) Joints and Hustle has maintained or caused to be maintained the rights to any of the registered Joints and Hustle IP in full force and effect and, all registered Joints and Hustle IP is valid, subsisting, in full force and effect (except with respect to applications) and has not expired or been cancelled or abandoned. All necessary registration, maintenance and renewal fees in connection with the registered Joints and Hustle IP have been paid, and all necessary documents and certificates in connection with the registered Joints and Hustle IP have been filed with the relevant patent, copyright, trademark or other equivalent authorities in the applicable jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Joints and Hustle IP. Without limiting the generality of the foregoing, Joints and Hustle has renewed or has made application for renewal of any registered Joints and Hustle IP (including applications therefor) subject to expiration on or prior to the date that is three (3) months following the Closing Date.

(d) The Joints and Hustle IP has not been used, not used, enforced or not enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of any of the Joints and Hustle IP. Joints and Hustle has not received notice from any Person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any of the Joints and Hustle IP or challenging any of the Joints and Hustle IP or the right of Joints and Hustle to use the Joints and Hustle IP. Joints and Hustle has not infringed and is not currently infringing on the Intellectual Property of any other Person in a manner that would reasonably be expected to result in a Material Adverse Effect on Joints and Hustle.

(e) Joints and Hustle has not commenced and does not intend to commence any claim or legal proceeding challenging the Intellectual Property rights of any other Person.

(f) Joints and Hustle has the full right and authority to use, and the Purchaser will be entitled to continue to use after the Closing Date, the Joints and Hustle IP in the manner presently conducted, and such use or continuing use does not to the knowledge of Joints and Hustle infringe upon or violate any rights of any other Person. The Joints and Hustle IP is sufficient to conduct the business of Joints and Hustle as presently conducted, subject to the fact that the business of Joints and Hustle includes the development of Intellectual Property not currently existing and that the current absence of such Intellectual Property and/or the failure to develop in future any such Intellectual Property will not constitute a breach or violation of this Agreement. All licenses to which Joints and Hustle is a party relating to Joints and Hustle IP are in good standing, binding and enforceable in accordance with their respective terms and no default exists on the part of Joints and Hustle thereunder.

(g) To the knowledge of Joints and Hustle, no Person is infringing, or is threatening to infringe, upon or otherwise violate any of the Joints and Hustle IP.

(h) To the knowledge of Joints and Hustle, subject to and in compliance with Applicable Laws, no current or former officer, employee or independent contractor of Joints and Hustle owns or has claimed an ownership interest in any of the Joints and Hustle IP, nor has any right to a royalty or other consideration as a result of its marketing, licensing or assignment.

(i) Joints and Hustle has used commercially reasonably efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect the Joints and Hustle IP and confidential information relating thereto. To the knowledge of Joints and Hustle, there has not been any material unauthorized disclosure of Intellectual Property such as to prevent Joints and Hustle, or following the Closing Date, the Purchaser, from obtaining or enforcing any right that it could otherwise have obtained or enforced with respect to such Intellectual Property.

(j) Joints and Hustle has not received notice that there are any Intellectual Property rights of any other Person that form part of the Joints and Hustle IP or that would constitute joint ownership by or with any other Person or that would constitute rights to market, distribute, license or convey the Joints and Hustle IP, and no funding or facilities of any Governmental Authority nor any personnel of any such Person in their capacity as personnel of such Person, were used, directly or indirectly, to develop or create, in whole or in part, any of the Joints and Hustle IP.

(21) **Information Technology Systems**. The Information Technology owned, licensed, used or held for use in connection with Joints and Hustle's business is sufficient for the conduct of Joints and Hustle's business in the Ordinary Course after the Closing. Joints and Hustle has used reasonable means, consistent with the industry practices of similarly situated companies, to protect the security and integrity of all such Information Technology.

(22) **Litigation**. There is no claim, action, inquiry, proceeding or investigation in effect or ongoing, pending or, to the knowledge of Joints and Hustle, threatened against or relating to Joints and Hustle, the business of Joints and Hustle, or affecting any of its properties or assets, and to the knowledge of Joints and Hustle, there is no event or circumstance which could reasonably be expected to give rise to any such claim, action, inquiry, proceeding or investigation. There is no judgment, writ, decree, injunction, rule, award or order of any Governmental Authority outstanding against Joints and Hustle in respect of its businesses, properties or assets.

(23) **Environmental Matters.**

(a) Joints and Hustle is in compliance with all applicable Environmental Laws, and has not used, except in material compliance with all Environmental Laws, any property or facility which it owns or leases, or previously owned or leased, to conduct any environmental activity.

(b) Neither Joints and Hustle nor any of its predecessor companies, has received any notice of any material claim, judicial or administrative proceeding, order or direction, pending, instituted, threatened, concluded or issued against, Joints and Hustle or any of its properties, assets or operations relating to, or alleging any violation of, any Environmental Laws, and Joints and Hustle is not aware of any facts which would reasonably be expected to give rise to any such claim, judicial or administrative proceeding, order or direction, or any liabilities relating thereto (whether contingent or otherwise).

(c) Neither Joints and Hustle, nor any of its properties, assets or operations is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any contaminant into the environment.

(d) Joints and Hustle is not required to hold or obtain any Authorization under any Environmental Laws in connection with the operation of its business as currently conducted and the ownership and use of its assets, and Joints and Hustle has not received any notification that (i) any such Authorization under any Environmental Laws is required in connection with the operation of its business as currently conducted and the ownership and use of its assets, or (ii) any work, repairs, constructions or capital expenditures are required to be made by Joints and Hustle as a condition of continued compliance with any Environmental Laws.

(24) **Employment Matters.** Joints and Hustle does not have nor has ever had any employees. Joints and Hustle is not a party to any employment, management or consulting agreement of any kind whatsoever, or any collective bargaining agreement, and further, has not entered into any written or oral agreement or understanding providing for bonuses, severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of a change in control of Joints and Hustle (including as a result of the Transaction).

(25) **No Limitations or Restrictions**.

(a) Joints and Hustle is neither a party to nor is otherwise bound by, and there is not in place, any non-competition, exclusivity or other similar agreement, commitment or understanding, whether written or oral, that would now or hereafter, in any material respect, restrict or limit the business and operations of Joints and Hustle or the use of the properties and assets of Joints and Hustle, as now conducted or presently proposed to be conducted by the Purchaser following the consummation of the Transaction.

(b) There is no judgement, injunction, order or decree binding upon Joints and Hustle that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Joints and Hustle, any acquisition of property by Joints and Hustle, or the conduct of business by Joints and Hustle as now conducted or presently proposed to be conducted by the Purchaser following the consummation of the Transaction.

(26) **Assets, Properties and Title.**

(a) Joints and Hustle does not own any real or immovable property.

(b) Joints and Hustle has valid, good, and marketable title to, and legal and beneficial ownership of, all its properties and assets free and clear of all Liens.

(c) The properties and assets of Joints and Hustle are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put, and none of the said properties and assets are in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost.

(27) **Insurance.** Joints and Hustle does not maintain any insurance.

(28) **Taxes**.

(a) Joints and Hustle has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it, and has duly and in a timely manner filed (within the prescribed times) all Tax Returns required to be filed by it with the appropriate Governmental Authority. All such Tax Returns were complete and correct in all material respects.

(b) Joints and Hustle has (i) duly and in a timely manner paid all Taxes, including installments on account of Taxes for the current year required by Applicable Laws, which are due and payable by it whether or not assessed by the appropriate Governmental Authority, (ii) duly and timely withheld all Taxes and other amounts required by Applicable Laws to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Authority such Taxes or other amounts required by law to be remitted by it, and (iii) duly and timely collected all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by Applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Authority such amounts required by law to be remitted by it.

(c) No material liability in respect of Taxes has been assessed, proposed to be assessed, incurred or accrued.

(d) Except as disclosed to the Purchaser, Joints and Hustle has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns in respect of any period. Joints and Hustle is not a party to any agreement, waiver or arrangement with any Governmental Authority which relates to any extension of time with respect to the filing of any Tax Return, any payment of Taxes or any action or assessment relating to Taxes.

(e) There are no proceedings, investigations, audits, assessments, reassessments, or claims now pending or threatened against Joints and Hustle in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes.

(f) There are no Liens for Taxes upon any properties or assets of Joints and Hustle.

(g) Joints and Hustle has made available to the Purchaser true and complete copies of all Tax Returns, examination reports and statements of deficiencies for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations have not expired.

(29) **Joints and Hustle Purchase Orders**. The Joints and Hustle Purchase Orders as provided to the Purchaser are true and correct in all material respects, and present fairly and accurately the operations of Joints and Hustle as of the date hereof. Since February 10, 2022, there has been no material alteration in the manner of keeping the books, accounts or records of Joints and Hustle or in its

accounting policies or practices. No information has come to the attention of Joints and Hustle since February 10, 2022 that would, or would reasonably be expected to, require any restatement or revisions of the Joints and Hustle Purchase Orders.

(30) **Brokers and Finders**. Joints and Hustle has not engaged or authorized any Person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, and no Person is, or will be entitled to, any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.

(31) **Corporate Records**. The Corporate Records of Joints and Hustle are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of Joints and Hustle. The minute books of Joints and Hustle contain (i) complete and accurate minutes of all meetings of the directors (and any committee thereof) and the shareholders of Joints and Hustle, and (ii) all written resolutions passed by the directors (and any committee thereof) and the shareholders of Joints and Hustle. The share certificate books, if any, the central securities, the register and register of transfers, and the branch registers of Joints and Hustle are complete and accurate, and all transfers of shares of Joints and Hustle reflected therein have been duly completed and approved. The registers of directors and officers are complete and accurate and all former and present directors and officers of Joints and Hustle were duly elected or appointed, as the case may be.

(32) **Books and Records**. All Books and Records of Joints and Hustle have been fully, properly and accurately kept and, where required, completed in accordance with GAAP in Canada, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. The financial books and records and accounts of Joints and Hustle (i) have been maintained in accordance with good business practices and in accordance with International Financial Reporting Standards or GAAP and with the accounting principles generally accepted in Canada, on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of assets of Joints and Hustle, and (ii) accurately and fairly reflect the basis for the financial books.

(33) **Full Disclosur**e. To the knowledge of Joints and Hustle, no representation or warranty of Joints and Hustle contained in this Agreement or any document or certificate delivered pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, as the case may be, not misleading.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE VI

COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees with each of the other parties as follows:

(1) It will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any Person, including

without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Purchaser and Joints and Hustle (acting on its own behalf, and on behalf of Tetra) shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction.

(2) It will use commercially reasonable efforts to obtain, before the Time of Closing, all Authorizations, and all waivers, exemptions, consents, orders and other approvals from shareholders and third parties, as are necessary, for the consummation of the transactions contemplated herein.

(3) It will use commercially reasonable efforts to defend, or cause to be defended, any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction. It will not settle or compromise any claim brought against it in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the other parties, such consent not to be unreasonably withheld, delayed, or conditioned.

(4) It will promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement.

(5) It will co-operate with each of the other parties in good faith in order to ensure the timely completion of the Transaction.

(6) It will use commercially reasonable efforts to co-operate with each of the other parties in connection with the performance by each of the other parties of its obligations under this Agreement.

6.02 <u>Covenants of the Purchaser</u>

The Purchaser covenants and agrees with each of Tetra and Joints and Hustle as follows, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII:

(1) It will, in a timely and expeditious manner file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective.

(2) Except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), it will furnish promptly to Joints and Hustle (on behalf of itself and its shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein.

(3) It will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or Joints and Hustle before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction.

(4) Subject to Applicable Laws or as authorized by this Agreement, it will not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction.

(5) It will conduct and operate its business and affairs only in the Ordinary Course and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other Persons.

(6) Except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, it will not alter or amend its Constating Documents as the same exist at the date of this Agreement.

(7) It will take all necessary corporate action and proceedings to approve and authorize the issuance of the Consideration Shares to Tetra in accordance with the terms of this Agreement.

(8) It will prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Consideration Shares to Tetra on a basis exempt from the prospectus requirements of the applicable Securities Laws of the provinces and territories of Canada in which Tetra and Joints and Hustle are resident.

6.03 Covenants of Joints and Hustle

Subject to Section 9.01, Joints and Hustle covenants and agrees with the Purchaser as follows, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII:

(1) It will, in a timely and expeditious manner file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective.

(2) It will not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction. Without limiting the generality of the foregoing, it will neither (i) induce or attempt to induce any other Person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Joints and Hustle, (ii) undertake any transaction or negotiate any transaction which would be, or potentially could be, in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor (iii) permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Joints and Hustle, including any of its officers or directors, receives any form of offer or inquiry, Joints and Hustle shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request.

(3) It will make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, Contracts, financial statements,

minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Joints and Hustle. Joints and Hustle will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Joints and Hustle's property, assets, undertaking, records and documents. At the request of the Purchaser, Joints and Hustle will execute or cause to be executed such consents, Authorizations and directions as may be necessary to permit any inspection of Joints and Hustle's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Joints and Hustle maintained by Governmental Authorities. The obligations in this Section 6.03(3) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Joints and Hustle will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Purchaser under this Section 6.03(3) will not mitigate or otherwise affect the representations and warranties of Joints and Hustle hereunder.

(4) Except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Joints and Hustle will be required to disclose that information has been withheld on this basis), it will furnish promptly to the Purchaser (on behalf of itself and its shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by Joints and Hustle in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein.

(5) It will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Joints and Hustle or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction.

(6) Subject to Applicable Laws or as authorized by this Agreement, it will not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction.

(7) It will conduct and operate its business and affairs only in the Ordinary Course and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other Persons. For greater certainty, it will not enter into any material transaction out of the Ordinary Course without the prior consent of the Purchaser, and Joints and Hustle will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained.

(8) Except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, it will not alter or amend its Constating Documents as the same exist at the date of this Agreement.

(9) It will not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other Person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement. Without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares except upon the exercise of share purchase warrants or options or conversion of convertible securities of Joints and Hustle outstanding (and disclosed to the Purchaser) as of the date hereof; or

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except upon the exercise of share purchase warrants or options or conversion of convertible securities of Joints and Hustle outstanding (and disclosed to the Purchaser) as of the date hereof.

(10) It will take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

(11) It will not authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any debt, equity or other securities of Joints and Hustle (including those that are convertible or exchangeable into securities of Joints and Hustle), other than as contemplated under this Agreement or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of Joints and Hustle outstanding (and disclosed to the Purchaser) as of the date hereof.

6.04 <u>Covenants of Tetra</u>

Subject to Section 9.01, Tetra covenants and agrees with the other parties as follows, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII:

(1) It will, in a timely and expeditious manner file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective.

(2) It will not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction. Without limiting the generality of the foregoing, it will neither (i) induce or attempt to induce any other Person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Joints and Hustle, (ii) undertake any transaction or negotiate any transaction which would be, or potentially could be, in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor (iii) permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Joints and Hustle, including any of its officers or directors, receives any form of offer or inquiry, Joints and Hustle shall forthwith (in any event within one Business

Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request.

(3) It will make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, Contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Joints and Hustle. Joints and Hustle will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Joints and Hustle's property, assets, undertaking, records and documents. At the request of the Purchaser, Tetra and Joints and Hustle will execute or cause to be executed such consents, Authorizations and directions as may be necessary to permit any inspection of Joints and Hustle's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Joints and Hustle maintained by Governmental Authorities. The obligations in this Section (3)6.04(3) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Joints and Hustle and Tetra will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Purchaser under this Section 6.04(3) will not mitigate or otherwise affect the representations and warranties of Joints and Hustle and Tetra hereunder.

(4) Except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Joints and Hustle and Tetra will be required to disclose that information has been withheld on this basis), it will furnish promptly to the Purchaser (on behalf of itself and its shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by Joints and Hustle and Tetra in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein.

(5) It will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Joints and Hustle or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction.

(6) Subject to Applicable Laws or as authorized by this Agreement, it will not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction.

(7) It will cause Joints and Hustle to conduct and operate its business and affairs only in the Ordinary Course and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other Persons. For greater certainty, Joints and Hustle

will not enter into any material transaction out of the Ordinary Course without the prior consent of the Purchaser, and Joints and Hustle will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained.

(8) It will cause Joints and Hustle to not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other Person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement. Without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares except upon the exercise of share purchase warrants or options or conversion of convertible securities of Joints and Hustle outstanding (and disclosed to the Purchaser) as of the date hereof; or

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except upon the exercise of share purchase warrants or options or conversion of convertible securities of Joints and Hustle outstanding (and disclosed to the Purchaser) as of the date hereof.

(9) It will take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

(10) It will, in a timely and expeditious manner, provide such information with respect to Tetra (and all beneficial owners thereof) as the Purchaser may reasonably require in connection with the Transaction to comply with the provisions of this Agreement and/or Applicable Laws.

(11) It will not encumber, in any manner, the Purchased Shares held or beneficially owned by it, and will ensure that at the Time of Closing, the said Purchased Shares are free and clear of all Liens.

ARTICLE VII

TERMINATION

7.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

(1) by mutual written consent of the Purchaser and Joints and Hustle (on its own behalf and on behalf of Tetra);

(2) by either Joints and Hustle or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(2) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

(3) by the Purchaser, if there has been a material breach by Joints and Hustle or Tetra of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Sections 3.01 or 3.02 which Joints and Hustle or Tetra, as applicable, fails to cure within 10 Business Days after written notice thereof is given by the Purchaser;

(4) by Joints and Hustle, if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Sections 3.01 or 3.03 which the Purchaser fails to cure within 10 Business Days after written notice thereof is given by Joints and Hustle;

(5) by the Purchaser, if Joints and Hustle completes an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction; and

(6) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable, provided however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 <u>Effect of Termination</u>

Upon termination of this Agreement in accordance with the terms hereof, the parties shall have no further obligations under this Agreement, other than the obligations contained in Sections 2.06, 9.03 and 9.08.

ARTICLE VIII

INDEMNIFICATION

8.01 <u>Indemnification by the Purchaser</u>

Subject to Section 5.04, the Purchaser shall indemnify and save Tetra and Joints and Hustle harmless for and from (i) any loss, damages or deficiencies suffered by Tetra or Joints and Hustle as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement, and (ii) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

8.02 <u>Indemnification by Joints and Hustle and Tetra</u>

Subject to Section 5.04, (i) Joints and Hustle and Tetra shall jointly and severally indemnify and save the Purchaser harmless for and from any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Joints and Hustle contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement, and for and from all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing; and (ii) Joints and Hustle and Tetra shall, jointly and severally indemnify and save the Purchaser harmless for and from any and all claims, demands, actions, applications, suits, causes of action, charges, indictments, prosecutions, other similar processes for or relating to Taxes of Joints and Hustle arising in or in respect of any period ending on, before or including the Closing Date, including any Taxes relating to any period prior to the Closing Date for which a reassessment is issued by a Governmental Authority after the Closing Date.

8.03 <u>Indemnification by Tetra</u>

Subject to Section 5.04, Tetra shall indemnify and save the Purchaser harmless for and from (i) any loss, damages or deficiencies suffered by the Purchaser as a result of: (x) any breach by Tetra of any representation, warranty or covenant on the part of Tetra contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; (y) as a result of any litigation (pending or commenced) against Tetra; and (z) as a result of any loans and sales contracts entered into between Tetra and Royal Bank of Canada and the lease agreement dated October 26, 2020 between Tetra and Bennington Financial Corp, and (ii) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

8.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (such party, the "**Indemnified Party**") shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (each such party or parties, as applicable, the "**Indemnifying Party**") of any claim for indemnification pursuant to Sections 8.01, 8.02 and 8.03 (a "**Claim**", which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available) (i) the factual basis for the Claim, and (ii) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

8.05 Procedure for Indemnification

(1) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(2) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

(1) without limiting the generality of Sections 8.01, 8.02 and 8.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;

(2) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed $25,000;

(3) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is Tetra to any and all Indemnified Parties under this Article VIII shall be limited to the amount paid, or deemed to be paid, to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.02, and for greater certainty, Tetra shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of the Consideration Shares;

(4) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Joints and Hustle or the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the value of the Consideration Shares issuable under this Agreement;

(5) if any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Laws to make a payment to any Person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;

(6) except in the circumstance contemplated by Section 8.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);

(7) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;

(8) the Indemnified Party and Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and

(9) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

ARTICLE IX

EXCLUSIVITY AND ACCESS

9.01 <u>Obligations of Joints and Hustle and Tetra</u>

Prior to the Termination Date, or the earlier termination of this Agreement, neither Joints and Hustle nor Tetra shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to an Alternative Transaction involving Joints and Hustle or the sale or disposition of any part of the outstanding Joints and Hustle Shares or assets of Joints and Hustle, or solicit enquiries or provide information with respect to same. Nothing contained in this Agreement will prohibit, prevent or restrict Joints and Hustle from furnishing or providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 9.01, or the directors of Joints and Hustle, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or Joints and Hustle or Tetra from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if directors of Joints and Hustle determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to Joints and Hustle or Tetra than the Transaction, provided however, that prior to taking such action, the directors of Joints and Hustle shall have concluded, after considering Applicable Laws, and receiving advice of independent, outside legal counsel, that such action would be a proper exercise of their fiduciary duties, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties, or that such action is otherwise required under Applicable Laws. In the event Joints and Hustle or its shareholders receive any form of offer or inquiry, Joints and Hustle shall forthwith (in any event within one Business Day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request.

GENERAL

9.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a "**notice**") shall be in writing shall be in writing addressed as follows:

(a) If to the Purchaser:

Ayurcann Holdings Corp.
Unit 6 – 1080 Brock Road
Pickering, Ontario L1W 3H3
Attention: Igal Sudman, Chief Executive Officer
Email: igal@ayurcann.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

Garfinkle Biderman LLP
Suite 801 - 1 Adelaide Street East
Toronto, Ontario, M5C 2V9
Attention: Grant Duthie, Partner
E-mail: gduthie@garfinkle.com

(b) If to Joints and Hustle or Tetra:

Joints and Hustle & Shake Inc. c/o Tetra Oils Inc.
[redacted]

with a courtesy copy (which copy shall not constitute notice to Joints and Hustle) to:

Jesse S. Brodlieb Professional Corporation
Suite 601 – 40 Eglinton Avenue East
Toronto, Ontario M4P 3A2
Attention: Jesse S. Brodlieb, Principal
E-mail: jesse@brodlieb.legal

or such other address as may be designated by notice given by either Joints and Hustle or the Purchaser to the other in accordance with this Section 9.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Joints and Hustle in accordance with this Section 9.02 prior to the Time of Closing shall be deemed to have been delivered to Tetra. The previous sentence of this Section 9.02 shall not apply to a notice given as contemplated in Section 3.04 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of Tetra to be untrue or inaccurate or result in the failure by Tetra to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by Tetra unless delivered to the address of Tetra as reflected in the books of Joints and Hustle (or after the Time of Closing, the books of the Purchaser). Tetra may, from time to time, by notice given in accordance with this Section 9.02, designate or provide an address of Tetra for notices to be given after the Time of Closing.

9.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to all other parties, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 9.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to Applicable Laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

9.04 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties, such consent not to be unreasonably withheld, delayed, or conditioned.

9.05 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective heirs, successors and permitted assigns.

9.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

9.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9.08 Expenses

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction.

9.09 No Personal Liability

(a) No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to Joints and Hustle or Tetra under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

(b) No director, officer, employee or agent of Joints and Hustle (in such capacity) shall have any personal liability whatsoever to the Purchaser, or to the shareholders of the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Joints and Hustle, or Tetra.

9.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

9.11 Public Announcements

Joints and Hustle and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party without the prior consent of the other parties, such consent not to be unreasonably withheld, delayed, or conditioned, provided however that, nothing contained herein shall prevent any party at any time from furnishing any information to any Governmental Authority or to the public if so required by Applicable Law.

9.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action as may be necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

9.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to the subject matter hereof (including, without limitation, the non-binding letter of intent dated March 3, 2022 entered into by and among the Purchaser and Joints and Hustle, as amended). There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

9.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

9.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

9.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to, and not in substitution for, any rights or remedies provided by Applicable Laws. Any single or partial exercise by any party of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

9.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

[*Remainder of page intentionally left blank. Signature pages follow.*]

IN WITNESS WHEREOF this Agreement has been executed by the parties on the date first above written.

AYURCANN HOLDINGS CORP.

By: *\/s\/ Igal Sudman*

Name: Igal Sudman
Title: Chief Executive Officer

JOINTS AND HUSTLE & SHAKE INC.

By: */s/ Peter Awad*

Name: Peter Awad
Title: Director

TETRA OILS INC.

By: */s/ Peter Awad*

Name: Peter Awad
Title: Director

SCHEDULE “A”

CERTIFICATION OF SHAREHOLDER’S INFORMATION

(*Removed confidential information*)

SCHEDULE "B"

ESCROW AGREEMENT

(*See attached.*)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Escrow Agreement**”) is made as of September 6, 2022.

AMONG:

AYURCANN HOLDINGS CORP.,

a corporation existing under the laws of the Province of Ontario, having a registered office at Unit 6, 1080 Brock Rd., Pickering, Ontario L1W 3H3

(hereinafter referred to as the “**Purchaser**”)

-and-

TETRA OILS INC.

a corporation existing under the laws of the Province of Ontario, having a registered office at [redacted]

(hereinafter referred to as “**Tetra**”, and together with the Purchaser, the “**Parties**”)

-and-

PAOLONE LAW

having a registered office at Suite 400, 90 Adelaide Street West, Toronto, Ontario M5H 4A6,

(hereinafter referred to as “**Escrow Agent**”)

W I T N E S S E T H:

WHEREAS, the Purchaser has entered into a share purchase agreement with Tetra and Joints and Hustle & Shake Inc. (“**Joints**”) dated as of June 21, 2022 (the “**Share Purchase Agreement**”), for the sale and purchase of 100% of the entire issued share capital of Joints, which is wholly owned by Tetra;

AND WHEREAS, capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the meanings set forth in the Share Purchase Agreement;

AND WHEREAS, concurrently with the execution of this Escrow Agreement, the Purchaser has deposited 32,352,941 common shares of the Purchaser (the “**Escrowed Shares**”), registered in the name of Tetra, into the custody of the Escrow Agent (the “**Escrow Account**”), to be held and distributed by the Escrow Agent for the benefit of Tetra and the Purchaser in accordance with the terms of this Escrow Agreement. For the avoidance of doubt, Tetra shall benefit from all rights attaching or accruing to the Escrowed Shares whilst registered in its name, including the right to receive all dividends declared, made or paid after the date of the Escrow Agreement, the right to vote and rights on liquidation, subject to the terms and conditions of the Share Purchase Agreement and Support and Voting Agreement;

AND WHEREAS, the Parties agree that if the Purchaser, within 60 days from the Closing Date, completes a transaction (“**Additional Transaction**”), and (i) within 30 days from the closing date of any Additional Transaction the closing price of the Ayurcann Common Shares on the CSE is at least $0.225 per Ayurcann Common Share on any one day or (ii) the price attributed to the Ayurcann Common Shares in connection with such Additional Transaction is at least $0.225 per Ayurcann Common Share (the price determined under (i) or (ii), the “**Ayurcann Common Share Price**”), then the Escrow Agent shall return to the Purchaser for cancellation the amount of Escrowed Shares calculated as follows:

$$\frac{(32{,}352{,}941 \textbf{\textit{ multiplied by }} \$[\text{Ayurcann Common Share Price}]) \textbf{\textit{ minus }} \$7{,}200{,}000}{\$[\text{Ayurcann Common Share Price}]}$$

AND WHEREAS, the Parties agree that if Tetra is required to indemnify the Purchaser in accordance with Sections 8.03, 8.04, 8.05 and 8.06 of the Share Purchase Agreement, the amount of such indemnification obligation (the "**Claim Amount**"), then the Escrow Agent shall return to the Purchaser for cancellation the amount of Escrowed Shares calculated as follows:

$$\frac{\text{Claim Amount}}{\$0.17}$$

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

ARTICLE I

TERMS OF THE ESCROW

1.1 The Parties hereby agree to the establishment of the Escrow Account with the Escrow Agent, and the Escrow Agent agrees to hold the Escrowed Shares in the Escrow Account in accordance with the terms of this Escrow Agreement.

1.2 In consideration of the benefit that the Transaction, contemplated pursuant to the Share Purchase Agreement, will confer upon Tetra and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tetra hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any Consideration Shares that may be issued, directly or indirectly, to Tetra by the Purchaser in accordance with the terms of the Share Purchase Agreement and this Escrow Agreement (collectively, the "**Subject Shares**"), as any such Subject Shares may be reconstituted, consolidated, converted or otherwise modified, or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Shares (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Shares, other securities of the Purchaser, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Purchaser, any such consent to be at the sole discretion of the Purchaser, for a period commencing as of the date the Consideration Shares are placed into escrow pursuant to the terms hereof (the "**Lock-Up Commencement Date**") and ending on the date that is 24 months following a Lock-Up Commencement Date, subject to the exceptions set forth herein.

1.3 The foregoing restrictions and covenants in Section 1.2 shall cease to apply to the following number of Subject Shares set forth below effective as of the dates set forth below (provided that, if any Escrowed Shares are deemed Forfeited Shares (as defined herein), then the number of Escrowed Shares released in accordance with this Section 1.3 shall be reduced by the number of Forfeited Shares, and any such reduction shall be applied first to the Escrowed Shares released under Section 1.3.1, second to the Escrowed Shares released under Section 1.3.2, third to the Escrowed Shares released under Section 1.3.3 and lastly to the Escrowed Shares released under Section 1.3.4):

1.3.1 the 6-month anniversary of the Lock Up Commencement Date, the Escrow Agent shall release and deliver to Tetra 25% of the Escrowed Shares in the Escrow Account;

1.3.2 the 12-month anniversary of the Lock Up Commencement Date, the Escrow Agent shall release and deliver to Tetra 25% of the Escrowed Shares in the Escrow Account;

1.3.3 the 18-month anniversary of the Lock Up Commencement Date, the Escrow Agent shall release and deliver to Tetra 25% of the Escrowed Shares in the Escrow Account; and

1.3.4 the 24-month anniversary of the Lock Up Commencement Date (the "**Expiry Date**"), the Escrow Agent shall release and deliver to Tetra the remaining 25% of the Escrowed Shares in the Escrow Account.

Subject to Section 2.14 herein, to the extent there is a dispute, any remaining Escrowed Shares in the Escrow Account following the Expiry Date shall continue to be held by the Escrow Agent until it has received, in respect of the disposition of those Escrow Shares, a Cancellation Notice (as defined herein).

1.4 The foregoing restrictions and covenants in Section 1.2 shall not apply to transfers made by Tetra pursuant to a bona fide take-over bid, arrangement or similar transaction involving a change of control of the Purchaser made generally to or involving all holders of equity securities of the Purchaser after the Closing Date or Lock-Up Commencement Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Shares, Tetra and the Subject Shares shall remain subject to the restrictions and covenants contained in Section 1.2.

1.5 Tetra hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Purchaser reflecting restrictions and covenants binding on Tetra that are substantially consistent with the provisions hereof.

1.6 Tetra hereby acknowledges and agrees that the Purchaser, at its discretion, may place restrictive legends on any of the Subject Shares to evidence the restrictions and covenants contained in this Agreement without any further act or approval on the part of Tetra. Tetra hereby agrees and consents to the entry of stop transfer restrictions with the Purchaser's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Shares contrary to the provisions hereof without any further act or approval on the part of Tetra.

1.7 <u>Reduction Event</u>

1.7.1 If the Purchaser, within 60 days from the Closing Date, completes an Additional Transaction, and (i) within 30 days from the closing date of the Additional Transaction the closing price of the Ayurcann Common Shares on the CSE is at least $0.225 per Ayurcann Common Share on any one day or (ii) the price attributed to the Ayurcann Common Shares in connection with such Additional Transaction is at least $0.225 per Ayurcann Common Share ((i) or (ii), a "**Additional Transaction Reduction Event**"), then the Escrow Agent shall return to the Purchaser for cancellation the amount of Escrowed Shares calculated as follows:

$$\frac{(32{,}352{,}941 \textbf{\textit{ multiplied by }} \$[\text{Ayurcann Common Share Price}]) \textbf{\textit{ minus }} \$7{,}200{,}000}{\$[\text{Ayurcann Common Share Price}]}$$

1.7.2 If Tetra is required to indemnify the Purchaser for the Claim Amount in accordance with Sections 8.03, 8.04, 8.05 and 8.06 of the Share Purchase Agreement, then the Escrow Agent shall return to the Purchaser for cancellation the amount of Escrowed Shares calculated as follows (the "**Indemnification Reduction Event**" and together with the Additional Transaction Reduction Event, the "**Reduction Events**", each a "**Reduction Event**"):

$$\frac{\text{Claim Amount}}{\$0.17}$$

Upon the occurrence of a Reduction Event, the Parties shall jointly deliver to the Escrow Agent a written notice signed by or on behalf of each of Tetra and the Purchaser instructing the Escrow Agent to return to the Purchaser for cancellation (a "**Cancellation Notice**") the number of Escrowed Shares calculated pursuant to this Section 1.7 (the "**Forfeited Shares**"), and the Escrow Agent shall return share certificates representing the Forfeited Shares to the Purchaser for cancellation. The Purchaser shall promptly issue new certificates in the name of Tetra representing the balance of the

Escrowed Shares and deliver them to the Escrow Agent to hold in accordance with the terms of this Escrow Agreement and Share Purchase Agreement. For illustrative purposes only, in the event that the Purchaser completes an Additional Transaction within the 60-day period and upon completion, or within 30 days of closing the Additional Transaction, the closing price of the Ayurcann Common Shares on the CSE is $0.225 per Ayurcann Common Share, the Parties shall deliver to the Escrow Agent a Cancellation Notice instructing the Escrow Agent to return to the Purchaser for cancellation 352,941 Forfeited Shares.

1.8 The Escrow Agent shall receive a fee of $5,000 from the Purchaser for acting as Escrow Agent. Other than such fee, the Escrow Agent shall not be entitled to any fee for acting in such capacity. In the event that the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated by Tetra for such services and reimbursed by Tetra for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

1.9 Upon release or return of the Escrowed Shares pursuant to the terms hereunder, the Escrow Agent shall be relieved of further obligations and released from all liability under this Escrow Agreement.

1.10 Tetra will not sell, transfer, assign or mortgage, the Escrowed Shares within escrow or any related share certificates or other evidence of the Escrowed Shares within escrow and Tetra may not pledge, mortgage or charge the Escrowed Shares to a financial institution as collateral for a loan.

ARTICLE II

MISCELLANEOUS

2.1 No waiver or any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

2.2 Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing to those addresses set out at the start and end of the Escrow Agreement (or such other address as may be notified by one party to the others from time to time) and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email prior to 5:30 p.m. (Eastern Time) on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email on a day that is not a Business Day or later than 5:30 p.m. (Eastern Time) on any Business Day, (c) the 2nd Business Day following the date of mailing, if sent by an internationally recognized courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. As used herein, "**Business Day**" shall mean any day other than Saturday, Sunday or other day on which commercial banks in the City of Toronto are authorized or required by law to remain closed.

2.3 This Escrow Agreement shall be binding upon and shall enure to the benefit of the permitted successors and permitted assigns of the parties hereto.

2.4 This Escrow Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Escrow Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein (and no party shall be deemed as agent of the other).

2.5 Whenever required by the context of this Escrow Agreement, the singular shall include the plural and masculine shall include the feminine. This Escrow Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.

2.6 The parties hereto expressly agree that this Escrow Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the Province of Ontario. Any action to enforce, arising out of, or relating in any way to, any provisions of this Escrow Agreement shall only be brought in the Province of Ontario.

2.7 The Escrow Agent's duties hereunder may be altered, amended, modified or revoked only by an instrument in writing signed by the parties hereto.

2.8 The Escrow Agent shall be obligated only for performing such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be personally liable for any act the Escrow Agent may do or omit to do hereunder as the Escrow Agent while acting in good faith and in the absence of gross negligence, fraud and willful misconduct.

2.9 The Escrow Agent is hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law and is hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case the Escrow Agent obeys or complies with any such order, judgment or decree, the Escrow Agent shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

2.10 The Escrow Agent shall not be liable in any respect on account of the identity, authorization or rights of the parties executing or delivering or purporting to execute or deliver any documents or papers deposited or called for hereunder in the absence of gross negligence, fraud and willful misconduct.

2.11 The Escrow Agent shall be entitled to employ such legal counsel and other experts as the Escrow Agent may deem necessary properly to advise the Escrow Agent in connection with the Escrow Agent's duties hereunder, may rely upon the advice of such counsel, and may pay such counsel reasonable compensation; provided that the costs of such compensation shall be borne by the Escrow Agent except as provided in Section 1.9 hereof.

2.12 The Escrow Agent's responsibilities as escrow agent hereunder shall terminate if the Escrow Agent shall resign by giving written notice to Tetra and the Purchaser at least 30 days in advance of such resignation. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor escrow agent shall continue to act as Escrow Agent until a successor is approved and qualified to act as Escrow Agent. In the event of any such resignation, the Purchaser shall appoint a successor escrow agent, subject to consent of Tetra, such consent not to be unreasonably withheld, and the Escrow Agent shall deliver to such successor escrow agent any Escrowed Shares held by the Escrow Agent. Upon delivery of the Escrowed Shares to a successor escrow agent in accordance with this Section 2.12, the Escrow Agent shall thereafter be discharged from any further obligations hereunder, and all power, authority, duties and obligations of the Escrow Agent shall apply to any successor agent.

2.13 If the Escrow Agent reasonably requires other or further instruments in connection with this Escrow Agreement or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments (at the sole cost of the Purchaser).

2.14 Save as otherwise provided for in this Escrow Agreement and the Share Purchase Agreement, it is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the documents (if any) or the Escrowed Shares held by the Escrow Agent hereunder, the Escrow Agent is authorized and directed in the Escrow Agent's sole discretion (i) to retain in the Escrow Agent's possession without liability to anyone all or any part of said documents or the Escrowed Shares until such disputes shall have been settled either by mutual written agreement of the parties concerned by a final order, decree or judgment or a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but the Escrow Agent shall be under no duty whatsoever to institute or defend any such proceedings or (ii) to deliver the Escrowed Shares and any other property and documents held by the Escrow Agent hereunder to a provincial or Federal court having competent subject matter jurisdiction and located in the City of Toronto in accordance with the applicable procedure therefor.

2.15 The Purchaser and Tetra agree to jointly and severally defend, indemnify and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "**Indemnified Parties**") from and against any and all losses, liabilities, claims made by any party or any other person or entity, damages, expenses and costs (including, without limitation, attorneys' fees and expenses) of every nature whatsoever (collectively, "**Losses**") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as the Escrow Agent hereunder; *provided*, *however*, that no Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been directly caused by such Indemnified Party's gross negligence or willful misconduct. In no event shall the indemnity from the Purchaser and Tetra exceed the value of the Escrowed Shares. The provisions of this Section 2.15 shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

2.16 This Escrow Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be on and the same agreement. A signed copy of this Escrow 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 Escrow Agreement.

2.17 References to the Escrow Agent, the Purchaser and/or Tetra in this Escrow Agreement shall include his/its successors in title and permitted assigns.

[*Remainder of this page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of date first written above.

AYURCANN HOLDINGS CORP.

By: */s/ Igal Sudman*
Name: Igal Sudman
Title: Chief Executive Officer

TETRA OILS INC.

By: */s/ Peter Awad*
Name: Peter Awad
Title: Director

PAOLONE LAW

By: */s/ Richard Paolone*
Name: Richard Paolone
Title: Principal

SCHEDULE “C”

SUPPORT AND VOTING AGREEMENT

(*See attached.*)

SUPPORT AND VOTING AGREEMENT

This support and voting agreement (this "**Agreement**"), dated as of September 6, 2022 is entered into between the undersigned (the "**Securityholder**") and Ayurcann Holdings Corp., a corporation incorporated under the laws of the Province on Ontario (the "**Purchaser**").

WHEREAS, the Purchaser has entered into a share purchase agreement with the Securityholder and Joints and Hustle & Shake Inc. ("**Joints**") dated as of June 21, 2022 (the "**Share Purchase Agreement**"), for the sale and purchase of 100% of the entire issued share capital of Joints, which is wholly owned by the Securityholder (the "**Acquisition**");

AND WHEREAS the Securityholder will, directly or indirectly, become the registered and/or direct or indirect beneficial owner of, or exercises control or direction over, the Subject Shares (as such term is defined in the Escrow Agreement)

AND WHEREAS as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Securityholder enter into this Agreement.

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 agree as follows:

1. Definitions and Interpretive Provisions

In this Agreement:

(a) all terms used and not defined herein that are defined in the Share Purchase Agreement shall have the respective meanings given to them in the Share Purchase Agreement;

(b) the insertion of headings and the division of this Agreement into Sections are for convenience of reference only and shall not affect in any way the meanings and interpretation of this Agreement;

(c) unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing genders shall include all genders;

(d) if the date on which any action is required to be taken by a party to this Agreement is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place;

(e) references to the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation" whether or not they are followed by those words or words of like import;

(f) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof;

(g) any reference to a "Person" includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person; and

(h) references to a particular statute or law shall be to such statute or law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

2. Representations and Warranties of the Securityholder.

The Securityholder represents and warrants to the Purchaser as follows as at the date of this Agreement and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority and Capacity**. If the Securityholder is not an individual: (i) the Securityholder is a corporation or entity incorporated or organized, as applicable, and existing under the laws of its jurisdiction of incorporation, organization or formation; (ii) the execution and delivery of this Agreement by the Securityholder and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Securityholder are necessary to authorize this Agreement or the transactions contemplated by this Agreement; and (iii) the Securityholder has the corporate power and capacity to enter into this Agreement and to carry out all of its obligations hereunder. If the Securityholder is an individual, the Securityholder is of the age of majority and has the capacity to enter into and execute this Agreement and to observe and perform its covenants and obligations hereunder.

(b) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Securityholder and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Securityholder enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) **Non-Contravention**. The execution, delivery and performance by the Securityholder of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Securityholder (as applicable); (ii) any other agreement or instrument to which the Securityholder is a party or by which the Securityholder or any of the Securityholder's property or assets is bound; and (iii) any applicable laws.

(d) **Ownership of Subject Shares**. The Securityholder will become, as a result of the Acquisition, the legal and beneficial owner of, or the beneficial owner exercising control or direction over, the Subject Shares, free and clear of any Liens. The Securityholder will have the sole dispositive power and the sole power to agree to the matters set forth in this Agreement with respect to the Subject Shares. None of the Subject Shares will be subject to any agreement, arrangement or restriction with respect to the voting thereof, except as contemplated by this Agreement and the Escrow Agreement. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual), capable of becoming an agreement or option for the purchase, acquisition or transfer from the Securityholder of any of the Subject Shares, except as contemplated by the Escrow Agreement.

(e) **Litigation**. There is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Securityholder, threatened against the Securityholder that would reasonably be expected to have an adverse impact on the validity of this Agreement or any action taken or to be taken by the Securityholder in connection with this Agreement.

3. Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Securityholder as follows as at the date of this Agreement and acknowledges that the Securityholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority**. The Purchaser is a corporation incorporated and existing under the laws of the Province of Ontario and has the corporate power and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the Purchaser and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the transactions contemplated by this Agreement.

(b) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

(c) **Non-Contravention**. The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Purchaser; (ii) any other agreement or instrument to which the Purchaser is a party or by which the Purchaser or any of the Purchaser's property or assets is bound; and (iii) any applicable laws.

4. Covenants of the Securityholder.

The Securityholder covenants and agrees that during the period from the date of this Agreement until the earlier of two (2) years following the Closing Date (the "**Outside Date**") and the date on which this Agreement is terminated in accordance with its terms (the "**Term**"), unless otherwise required or expressly permitted by this Agreement:

(a) **Agreement to Vote in Favour**. At any meeting of security holders of the Purchaser or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) is sought, the Securityholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) in favour of any matter requiring shareholder approval that is put forth to the shareholders of the Purchaser by the board of directors of the Purchaser (the "**Board**").

(b) **Agreement to Vote Against**. At any meeting of security holders of the Purchaser or at any adjournment or postponement thereof or in any other circumstance upon which a vote, consent or other approval of all or some of the security holders of the Purchaser is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) against any matter put forth to the shareholders of the Purchaser by any party other than the Board, as constituted from time to time, including any change in the individuals who, as of the Closing Date, constitute the Board, unless such change has been approved by the then-current Board.

(c) **Delivery of Proxy**. The Securityholder agrees that it will, on or before the fifth Business Day prior to any meeting of the securityholders of the Purchaser: (i) with respect to any Subject Shares that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in management information circular provided in connection with such meeting a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the matters set forth in Section 4(a) and against the matters set forth in Section 4(b); and (ii) with respect to any Subject Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Subject Shares, instructing that the Securityholder's Subject Shares be voted in favour of the approval of the matters set forth in Section 4(a) and against the matters set forth in Section 4(b). Such proxy or proxies shall name those individuals as may be designated by the Purchaser in the management information circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.

(d) **Other Covenants**. The Securityholder hereby:

(i) agrees not to exercise any rights of dissent with respect to any of the matters set forth in Section 4(a);

(ii) consents to: (A) details of, or a summary of, this Agreement being set out in any news release, information circular, and court documents or other public disclosure produced by the Purchaser in connection with the transactions contemplated by this Agreement and the Share Purchase Agreement and Escrow Agreement and (B) this Agreement being made publicly available, including by filing on SEDAR. Otherwise, each of the parties hereto shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to; and

(iii) acknowledges and agrees that a summary of the negotiations leading to the execution and delivery of this Agreement may appear in a management information circular of the Purchaser and in any other public disclosure document required by any applicable laws and further agrees that it will, as promptly as practicable, notify the Purchaser of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure documents if and to the extent that the Securityholder becomes aware that any such information shall have become false or misleading in any material respect.

5. Termination

This Agreement shall terminate upon the earliest to occur of:

(a) the written agreement of the Purchaser and the Securityholder; and

(b) the Outside Date.

6. Injunctive Relief.

The parties to this Agreement acknowledge and agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement and to ensure compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. These remedies are cumulative and in addition to any other rights or remedies available at law or in equity.

7. Entire Agreement

This Agreement constitutes the entire agreement between parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the parties hereto.

8. Amendment and Waiver.

This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

9. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

(b) Each of the parties hereto irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of Ontario in respect of all matters arising under and in relation to this Agreement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

(c) The parties hereto confirm that it is their express wish that this Agreement, as well as any documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

(d) If any term or provision of this Agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect. Upon such determination that any term or provision of this Agreement is invalid, illegal or incapable of being enforced, 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 an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(e) Each party hereto shall, from time to time and at all times hereafter, at the request of the other party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

(f) Time shall be of the essence in this Agreement.

(g) Each of the Securityholder and the Purchaser will pay its own expenses (including the fees and disbursements of legal counsel and other advisers) incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

(h) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns. Neither party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto. No assignment shall relieve the assigning party of any of its obligations hereunder.

(i) This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

By: ______________________________

Print Name of Securityholder: ____________________

Name/Title of Representative: ____________________

Address of Securityholder:

____

____

TETRA OILS INC.

By: */s/ Peter Awad*

Name: Peter Awad
Title: Director