SHARE PURCHASE AGREEMENT made as of September 28, 2022.

AMONG:

Green Room Investments Inc.,
a corporation incorporated under the laws of Saskatchewan
("**Green Room**")

OF THE FIRST PART

AND

Brickyard Greens Inc.,
a corporation incorporated under the laws of Saskatchewan
("**Brickyard**" and collectively with Green Room, the "**Vendors**)

OF THE SECOND PART

AND

High Tide Inc.,
a corporation incorporated under the laws of Alberta
(the "**Purchaser**")

OF THE THIRD PART

AND

1171882 B.C. Ltd. o/a Jimmy's Cannabis Shop BC,
a corporation incorporated under the laws of British Columbia
(the "**Corporation**")

OF THE FOURTH PART

WHEREAS:

1. The Existing Shareholders (as defined below) collectively own 250,000 Class A Common Voting shares in the capital of the Corporation, being all of the issued and outstanding shares in the capital of the Corporation;

2. The Corporation operates two fully built and operating cannabis retail stores (the "**Stores**"): (i) the Jimmy's Cannabis Shop at 1225 Cranbrook St N, Cranbrook, BC V1C 3S6 and (ii) the Zaga's Cannabis Shop at Redwood Square, 1543 Victoria St, Prince George, BC V2L 2L4 (collectively, the "**Premises**"), along with the businesses associated with the Excluded Assets (as defined herein), which will be transferred out of the Corporation prior to Closing;

3. The Vendors have agreed to sell to the Purchaser (a) all of the issued and outstanding shares in the capital of the Corporation held by the Vendors, and (b) all of the shareholder loans owed by the Corporation to the Vendors, which currently are reflected on the books and records of the Corporation as $809,996.50 owed to Green Room and $809,996.50 owed to Brickyard, both amounts will be reduced to $150,000 pursuant to the Pre-Closing Reorganization (as defined herein).

4. As part of the Pre-Closing Reorganization, Jefferson Lee Weaver, an individual of the Province of British Columbia and shareholder of the Corporation ("**Weaver**", and together with the Vendors (the "**Existing Shareholders**")), will sell all his 39,536 Class A Common Voting shares he owns in the Corporation to the Vendors, and Weaver will no longer be a shareholder of the Corporation.

THIS AGREEMENT WITNESSES that for and in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties covenant and agree as follows:

1. INTERPRETATION

1.1 <u>Definitions.</u> Where used in this Agreement, the following terms shall have the following meanings respectively:

"*Businesses*" means the Stores operating at the Premises.

"*Closing Date*" means the date being three (3) business days from when all conditions in favour of each party, herein, are waived or fulfilled, or such other date as may be mutually agreed by the parties;

"*Closing Date Financial Statements*" means the unaudited financial statements of the Corporation for the fiscal year ending on the day preceding the Closing Date, prepared on a notice to reader basis, consisting of the closing balance sheet and statements of earnings and retained earnings and of changes in financial position for such period, together with notes thereto (if any) as at such date including therein full particulars of all contingent liabilities;

"EBITDA" means earnings before interest, taxes, depreciation, and amortization;

"*Excluded Assets*" means the excluded assets set out in Schedule E;

"*Financial Statements*" means the unaudited financial statements of the Corporation for the Fiscal Q3 End;

"*Fiscal Q3 End*" means March 31, 2022, being the date of the most recent fiscal quarter end of the Corporation;

"*Fundamental Representations*" means section 5.1(a), 5.1(b), 5.1(c), 5.1(e), 5.1(bb), and 5.1(ff);

"*Income Tax Act*" means the *Income Tax Act*, R.S.C. 1985, c.1, and any amendments thereto;

"*Intellectual Property*" means: (a) domestic and foreign patents, trade-marks, trade names, copyrights, industrial designs, business names, certification marks, service marks, distinguishing guises, business styles, internet domains, and other industrial or intellectual property, whether or not registered, and all applications and registrations in respect thereof; (b) trade secrets and all proprietary rights in and to know-how, inventions, innovations, formulas, processes, designs, specifications, prototypes, algorithms, concepts, methods and technology; and (c) computer systems and computer application software, including all related documentation and the latest revisions of all related object and source codes, excluding any off-the-shelf software, software pre-installed on any computer system or software installed on any electronic device that is property of any supplier to the Corporation.

"*Knowledge*" means the matters which are known, or reasonably should be known, after due internal inquiry by the Vendors.

"LCRB" means the Liquor and Cannabis Regulation Board.

"*Non-Owned Assets*" means:
1. the Merrco payment terminals,
2. the Dutchie tablets and printers, and
3. the COVA POS systems.

"*Pre-Closing Reorganization*" has the meaning attributed to this term in Section 6.1(a).

"*Purchase Price*" has the meaning attributed to this term in Section 3.1(a).

"*Purchased Assets*" means all assets required for the operation of the Stores, including inventory, any assets that form the working capital, tenant improvements, customer lists, store fixtures and other fixed assets related to the Stores, contracts and rights, including employee contracts, insurance contracts, leases, licenses and similar assets but excluding the Excluded Assets set out in Schedule E.

"*Purchased Shares*" means all of the issued and outstanding shares in the capital of the Corporation, being currently the Existing Shareholders' 250,000 Class A Common Voting shares in the capital of the Corporation;

"*Securities Laws*" means, collectively, the applicable securities laws of each of the provinces and territories of Canada and the respective regulations and rules made

under those securities laws, together with all applicable published policy statements, blanket orders and rulings of the Securities Regulators and all discretionary orders or rulings, if any, of the Securities Regulators made in connection with the transactions contemplated by this Agreement;

"*Securities Regulators*" means the applicable securities commission, regulator or regulatory authority in each of the provinces and territories of Canada, including the Alberta Securities Commission;

"Target Working Capital" is equal to $144,147;

"*Time of Closing*" means 9:00 p.m. on the Closing Date; and

"*Vendor Loans*" has the meaning attributed to this term in Section 3.1(a)(i).

"*Working Capital*" means current assets (including inventory, cash, accounts receivable, prepaid expenses, deposits) minus current liabilities (including any outstanding cheques, trade accounts payable, credit card balance, accrued liabilities, GST/HST payable, income tax payable, wages, benefits, vacation accruals, and excluding the Vendor Loans), calculated in accordance with generally accepted accounting principles for private enterprises.

1.2 Schedules. The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be part of this Agreement:

Schedule A – Leases
Schedule B – Intellectual Property
Schedule C – Employees
Schedule D – Material Contracts
Schedule E – Excluded Assets
Schedule F – Debt Assignment Agreement

1.3 Currency. All dollar amounts referred to in this agreement are in Canadian funds.

2. PURCHASE AND SALE

2.1 Purchase and Sale. In consideration of the payment of the Purchase Price and subject to the terms and conditions of this Agreement, the Vendors agree to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendors, the Purchased Shares and the Vendor Loans, on the Closing Date.

3. PURCHASE PRICE

3.1 Purchase Price.

(a) The purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendors, being the aggregate of the following, subject to adjustment, if any, pursuant to Section 3.1(b):

(i) Three Hundred Thousand ($300,000.00) for an assignment of the shareholder's loans owing to each of Green Room and Brickyard respectively from the Corporation (the "**Vendor Loans**"), being the amount of One Hundred Fifty Thousand Dollars ($150,000.00) owing to Green Room, and the amount of One Fifty Thousand Dollars ($150,000.00) owing to Brickyard; and

(ii) Five Million Two Hundred Eighty Five Thousand Eight Hundred and Fifty Four Dollars ($5,285,854) for the Purchased Shares, which is based on 5.25 times the annualized EBITDA of the Businesses, based on the trailing four months ending May 31, 2022, which the parties have determined to be $1,006,829 based on the EBITDA for the trailing four months ending May 31, 2022 being $335,610, less the $300,000 allocated to the Vendor Loans in Section 3.1(a)(i).

(b) Within one hundred and twenty (120) days following the Closing Date, the Vendors and the Purchaser shall, each acting reasonably, jointly prepare a balance sheet showing the actual value of the Working Capital as of the Time of Closing (the "**Actual Working Capital**"). If the parties are unable to agree on the value of the Actual Working Capital within one hundred and twenty (120) days following the Closing Date, the parties shall jointly engage a national accounting firm that is independent of both parties to complete the calculation of the Actual Working Capital, such determination to be final and binding on the parties and the fees of such firm shall be paid by the Purchaser (50%) and the Vendors (50%). If the value of the Actual Working Capital is less than the Target Working Capital, the Purchase Price shall be reduced on a dollar-for-dollar basis by the difference between the Target Working Capital and the Actual Working Capital and such difference shall be paid by the Vendors to the Purchaser in immediately available funds within five (5) business days following the determination of the Actual Working Capital. If the value of the Actual Working Capital is greater than the Target Working Capital, the Purchase Price shall be increased on a dollar-for-dollar basis by the difference between the Target Working Capital and the Actual Working Capital and such difference shall be paid by the Purchaser in immediately available funds to the Vendors within five (5) Business Days following the determination of the Actual Working Capital.

4. PAYMENT OF PURCHASE PRICE

4.1 Payment. The Purchase Price shall be paid and satisfied as follows:

(a) 30% of the Purchase Price to be paid in immediately available funds on the Closing Date, or at the option of the Purchaser; paid in any combination of immediately available funds and/or common shares of the Purchaser (the "**HITI Shares**") issued by the Purchaser to the Vendors, within 2 business days following the Closing Date, calculated on the basis of the Deemed Price Per HITI Share (as defined below). If the Purchaser elects to pay any of this portion of the Purchase Price in HITI Shares, these HITI Shares shall be freely tradeable upon issuance.

(b) 70% of the Purchase Price to be paid in HITI Shares issued by the Purchaser, to the Vendors within 2 business days following the Closing Date, calculated on the basis of the Deemed Price Per HITI Share. These HITI Shares will be subject to a contractual hold period of four months and one day from the Closing Date. The Vendors hereby acknowledge and agree that the Purchaser may place restrictive legends on these HITI Shares, to evidence the restrictions contained in this Agreement without any further act or approval on the part of the Vendors. The Vendors hereby agree and consent to the entry of stop transfer restrictions with Purchaser's transfer agent and registrar, or the equivalent, against the disposition or transfer of these HITI Shares contrary to the provisions of this Agreement without any further act or approval on the part of the Vendors.

4.2 Number of HITI Shares. The number of HITI Shares to be issued pursuant to section 4.1(a) or 4.1(b), shall be calculated on the basis of a deemed price per HITI Share (the "**Deemed Price Per HITI Share**") equal to the 10-day volume weighted average price of the HITI Shares on the Nasdaq ending on the day three business days prior to the Closing Date, multiplied by the CAD/USD exchange rate posted by the Bank of Canada as at such date, subject to a floor price equal to the Discounted Market Price (as defined by the TSX Venture Exchange) as of the date this Agreement is publicly announced, as required pursuant to the policies of the TSX Venture Exchange. Notwithstanding the forgoing, in the event the 10-day volume weighted average price of the HITI Shares on the Nasdaq ending on the trading day three business days prior to the Closing Date, multiplied by the CAD/USD exchange rate posted by the Bank of Canada as at such date, is significantly below the Discounted Market Price as of the date this Agreement being publicly announced, the parties will in good faith agree to a satisfactory solution to address the delta.

4.3 Debt Assignment Arrangement. The Vendors shall enter into an assignment of debt agreement, in the form attached as Schedule "F" (the "**Debt Assignment Agreement**"), duly executed by the Vendors, the Purchaser and the Corporation, pursuant to which the Vendors will assign to the Purchaser its rights and interest in the Vendor Loans.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Vendors. The Vendors, on a joint and several basis, represent and warrant to the Purchaser and acknowledge and confirm that the Purchaser is relying on the following representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

(a) **Corporate Status.** The Corporation is a corporation incorporated and organized and validly subsisting in good standing under the laws of the Province of British Columbia. The Corporation has the corporate power to own its property and to carry on the Businesses as now being conducted by it, is duly qualified as a corporation to do business and is in good standing in each jurisdiction in which the nature of the Businesses or the property owned or leased by it makes such qualification necessary.

(b) **Authorized Capital.** The authorized capital of the Corporation consists of unlimited Class A Common Voting shares, Class B Non-Voting Common shares, Class C Non-Voting Preferred shares, Class D Non-Voting Preferred shares, Class E Non-Voting Preferred shares, Class F Non-Voting Preferred shares, Class G Voting Common shares, Class H Non-Voting Common shares and Class I Non-Voting Common shares.

(c) **Purchased Shares.** Of the authorized capital of the Corporation, only 250,000 Class A Common Voting shares, being the Purchased Shares, have been duly and validly allotted and issued and are outstanding as fully paid and non-assessable and, collectively are legally and beneficially owned by the Existing Shareholders with good and marketable title thereto, free and clear of all mortgages, licenses, charges, pledges, security interests, encumbrances or other claims whatsoever and has now and on the Closing Date will have the power and authority and right to sell the same, in accordance with the terms of this Agreement.

(d) **Shareholders' Agreement.** Except those disclosed to the Purchaser, there are no shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of the Corporation.

(e) **No Other Agreements.** No person, firm or corporation has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Existing Shareholders of any of the Purchased Shares. No person, firm or corporation has any agreement or option or any right capable of becoming an agreement or option (including convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription or issuance of any un-issued shares of the Corporation or of any other securities of the Corporation.

(f) **Accurate Records.** The Vendors have delivered, at the Vendors' expense, to the Purchaser all of the books and records of the Corporation, which fairly and correctly set out and disclose in all material respects, the financial position of the Corporation as at the date hereof and all material financial transactions of the Corporation have been accurately recorded in such books and records. The Corporation has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, except those that have been incurred in the ordinary course of business consistent with past practice and that are not, individually or in the aggregate, material in amount.

(g) **Financial Statements.** The Financial Statements have been on a notice to reader basis and present fairly the assets and liabilities of the Corporation.

(h) **Ordinary Course.** Except as set forth in this Agreement or as approved in writing by the Purchaser, since the Fiscal Q3 End:

(i) the Businesses have been carried on in the ordinary and normal course and will continue to be carried on in the ordinary normal course after the date hereof and up to the Time of Closing;

(ii) no capital expenditures, except in the ordinary course, have been made or authorized by the Corporation in the conduct of the Businesses and no capital expenditures will be made or authorized by it after the date hereof and up to the Time of Closing without the prior written consent of the Purchaser; and

(iii) to the Knowledge of the Vendors, there has been no change in the affairs, Businesses, prospects, operations or condition of the Corporation, financial or otherwise, whether arising as a result of any revocation of any license or right to do business, fire, explosion, accident, casualty, labour trouble, flood, drought, riot, storm, condemnation, act of God, or otherwise, except changes occurring in the ordinary course of business, which changes have not had, or cannot reasonably be expected to have, a material adverse effect on the organization, Businesses, properties, prospects or financial condition of the Corporation (excluding the Excluded Assets).

(i) **Validity of Agreement.** Provided the required regulatory approvals described in Section 10.1(g) are obtained, the entering into of this Agreement and the consummation of the transactions contemplated hereby will not:

(i) result in the violation of or default under any of the terms and provisions of the constating documents or by-laws of the Corporation or of

any indenture, instrument, lien, permit or other agreement, written or oral, to which the Existing Shareholders or the Corporation is or may be a party or by which it is bound nor will it give rise to any right of acceleration by any person in respect of any indebtedness or other obligation of the Corporation or the Existing Shareholders under any such indenture, instrument, license, permit or agreement or will require any consent or other action by any administrative or governmental body;

(ii) result in the violation of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Corporation or the Existing Shareholders or their respective properties or businesses; or

(iii) result in the termination of or require the assignment of any license necessary to the carrying on of the Businesses.

(j) **Lease**. Except as set out in Schedule A (collectively, the "**Leases**") the Corporation is not a party to any lease agreement.

(i) The Leases are in full force and effect, unamended.

(ii) The Corporation is exclusively entitled to all rights and benefits as lessee under the Leases. The Corporation has not sublet, assigned, licensed or otherwise conveyed to any other person any rights to the Premises or in relation to any Lease.

(iii) All rental and other payments and other obligations required to be paid and performed by the Corporation pursuant to the Leases have been duly paid and performed. No waiver, indulgence or postponement of the Corporation's obligations under any Lease has been granted by the landlord thereunder. To the Knowledge of the Vendors, there exists no event of default under any Lease or any event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under any Lease by the Corporation.

(iv) To the Knowledge of the Vendors, the landlords of the Leases are not in default of any of their obligations under the Leases.

(v) To the Vendors' and Corporation's Knowledge, the Premises are free of any structural defect. The heating, ventilating, plumbing, drainage, electrical and air conditioning systems and all other systems used in the Premises are in good working order, fully operational and, to the Knowledge of the Vendors, free of any material defect, except for normal wear and tear.

(vi) The use or proposed use by the Corporation of the Premises to operate the Businesses does not breach any applicable law, including any building,

zoning or other statutes or any official plan, or any covenants, restrictions, rights or easements, affecting the Premises.

(vii) To the Vendors' and Corporation's Knowledge, there are no outstanding work orders concerning the Premises, including those issued by any police or fire department, sanitation, health, environmental or factory authorities or from any other regulatory authority, nor are there any matters under discussion with any such regulatory authority relating to any work orders.

(k) **Environmental Matters.**

(i) The operation of the Businesses and the assets owned or used by the Corporation in operating the Businesses have been and are in material compliance with all applicable environmental laws.

(ii) The Corporation has not been charged with or convicted of any offence for non-compliance with environmental laws, or been fined or otherwise sentenced or settled any prosecution short of conviction. The Corporation has not received notices of judgment or commencement of proceedings of any nature and the Corporation has never been investigated relating to any breach or alleged breach of environmental laws.

(iii) No material regulatory approval is required to be held by the Corporation under any environmental laws for the lawful operation of the Businesses or to own, use and operate the properties and assets of the Corporation.

(iv) There are no hazardous substances located on or in the Premises, and no release of any hazardous substances has occurred during, or has resulted from, the operation of the Businesses that are in material contravention of environmental laws.

(v) The Corporation has not used the Premises to produce, generate, manufacture, treat, store, handle, transport or dispose of any hazardous substances, except in material compliance with environmental laws.

(l) **Intellectual Property.** Schedule B sets forth a complete and accurate list of all material Intellectual Property of the Corporation (whether registered or unregistered), excluding any Intellectual Property relating to Excluded Assets. The Corporation is the sole owner of such Intellectual Property except in the case of Intellectual Property licensed to the Corporation, and the particulars of any licensed Intellectual Property are specified in Schedule B (excluding any off-the-shelf or shrink-wrapped software or any software installed on Non-Owned Assets). Except as disclosed in Schedule B, and subject to the Pre-Closing Reorganization, the Corporation has the exclusive right to use all of the Corporation's Intellectual Property and has

not granted any licence or other rights to any other person in respect of its Intellectual Property. The Intellectual Property of the Corporation is free and clear of any encumbrances. The Corporation has not used or enforced, or failed to use or enforce, any of the Intellectual Property in any manner which could limit its validity or result in its invalidity. There has been no infringement or violation of the Corporation's rights in and to its Intellectual Property or any trade secrets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the Intellectual Property of the Corporation. The Corporation has not engaged in any activity that violates or infringes any intellectual property rights of any other person.

(m) **Privacy Matters**. The Corporation has conducted and is conducting the Businesses in material compliance with all laws applicable to privacy and the protection of personal information.

(n) **Material Contracts**. In the conduct of the Businesses, the Corporation has no material or long term outstanding agreement, contract or commitment, whether written or oral, of any nature or kind whatsoever which has more than two (2) months to run, involves the payment by the Corporation of more than five thousand dollars ($5,000) or which materially and adversely affects the Businesses or the property, assets, operations or conditions, financial or otherwise, of the Corporation, except: (i) normal booking orders from vendors in the ordinary course of business; and (ii) the agreements disclosed to the Purchaser as set out in Schedule D. The Corporation is not in default or breach of any agreement, contract or commitment relating to the Businesses and, to the Knowledge of the Vendors, there exists no state of facts which after notice or lapse of time or both would constitute such a default or breach and all such agreements, contracts or commitments are now in good standing and in full force and effect without amendment thereto and the Corporation is entitled to all benefits thereunder. Except as may relate to the Pre-Closing Reorganization, the Corporation is not a party to any contract, agreement or arrangement with any associated or affiliated corporation within the meaning of the *Business Corporations Act* (British Columbia), or with any corporation with which it does not deal at arm's length within the meaning of the *Income Tax Act* (Canada). The Corporation is not now, nor at Closing will be bound by any outstanding contract or commitment which requires approval of any change of control of the Corporation from the Vendors to the Purchaser, resulting from the consummation of the purchase of the Purchased Shares by the Purchaser, other than the agreements as set out in Schedule D.

(o) **No Actions**. There are no actions, suits or proceedings at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign (whether or not purportedly on behalf of the Corporation), pending or, to the Knowledge of the Vendors, threatened,

affecting the Corporation, the Businesses, the Existing Shareholders or the title of the Existing Shareholders to any of the Purchased Shares. There is no existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success. There is not presently outstanding against the Corporation or the Existing Shareholders any judgment, decree, injunction, ruling, order or award of any court, governmental department, commission, board, bureau, agency, instrumentality, domestic or foreign, or arbitration or settlement agreement binding upon it or them.

(p) **Compliance with Laws**. The Corporation is conducting the Businesses in compliance with all applicable laws, rules and regulations of British Columbia and the Federal laws of Canada, is not in breach of any such laws, rules or regulations except for breaches which in the aggregate are immaterial, and is duly licensed, registered or qualified in each jurisdiction in which the Corporation owns or leases property or carries on the Businesses, to enable the Businesses to be carried on as now conducted and its property and assets to be owned, leased and operated. All such licenses, registrations and qualifications are valid and subsisting and in good standing and none of them contains any burdensome term, provision, condition or limitation which has or may have an adverse effect on the operation of the Businesses.

(q) **No Unions**. The Corporation has not made any agreements with any labor union or employee association nor made commitments to or conducted negotiations with any labor union or employee association with respect to any future agreements and there are no current attempts to organize or establish any labor union or employee association in the Businesses.

(r) **Residency**. The Vendors are residents of Canada within the meaning of the *Income Tax Act* (Canada).

(s) **Corporate Authorization**. The completion of the transaction contemplated in this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Corporation and this Agreement constitutes a legal, valid and binding obligation of each of the Vendors enforceable against the Existing Shareholders in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(t) **No Liabilities**. There are no liabilities of the Corporation, whether contingent, accrued, determined or otherwise, which are not disclosed in the Financial Statements, except for those incurred in the ordinary course of business since the date of such statements.

(u) **Accounts Receivable**. The accounts receivable recorded on the books of the Corporation, less any reasonable reserve in respect thereof for doubtful accounts reflected in the books of the Corporation determined in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting practices of the Corporation, are bona fide and collectible without any set off or counterclaim within a period of one hundred twenty (120) days from the Closing Date.

(v) **Licenses**. The Corporation holds all licenses or appointments from any regulatory bodies as are necessary for the operation of the Businesses and all such licenses or appointments are valid and in good standing.

(w) **Employment Agreements**. The Corporation is not a party to any union, pension, deferred profit sharing, retirement, hospitalization insurance, medical insurance or other similar agreement, plan or practice, whether formal or informal.

(x) **Employees**. As of the Closing Date, Schedule C sets forth a description of all compensation, including salary, bonus, non-statutory severance obligations and deferred compensation paid or payable for each officer, employee, consultant and independent contractor of the Corporation. No payments have been made or authorized since the Fiscal Q3 End by the Corporation to its officers, directors, shareholders or employees or to its former officers, directors, shareholders or employees, except in the ordinary course of business and at the regular rates payable to them as salary or other remuneration, and no increase in salary or other remuneration payable to the employees of the Corporation has become effective or been agreed to or authorized since the Fiscal Q3 End, except to the extent consistent with the practice of the Corporation for prior years.

(y) **Shares in Other Corporations**. The Corporation owns no shares in the capital of any other corporation and has not agreed to acquire any shares in the capital of any other corporation or to acquire or lease or invest directly or indirectly in any other business operation.

(z) **Corporate Indebtedness**. The Corporation does not have outstanding any bonds, debentures, mortgages or notes and the Corporation is not under any agreement or obligation to create or issue any such indebtedness.

(aa) **Commitments for Purchases or Sales at Losses**. The Corporation does not have any commitments for purchases or sales of products or other assets at prices involving prospective material losses.

(bb) **Corporate Records**. The corporate records and minute books of the Corporation contain complete and accurate minutes of all meetings of and copies of all by-laws and all resolutions passed by the directors and shareholders of the Corporation since its incorporation. All such meetings

were duly called and held, all such by-laws and resolutions were duly passed and the share certificate books, registers of shareholders, registers of transfers and other corporate registers of the Corporation are complete and accurate in all material respects. No amendments have been made to the articles and by-laws of the Corporation other than as set out in the minute book of the Corporation.

(cc) **No Guarantees**. The Corporation is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation, including, without limiting the generality of the foregoing, any of the Existing Shareholders or any corporation with which the Corporation is affiliated (as that term is defined in the *Business Corporations Act* (British Columbia)).

(dd) **Title of Assets**. The Corporation is the owner of all of its property and assets with good and marketable title thereto free and clear of any mortgage, lien, charge, security, interest, adverse claim or other encumbrance whatsoever, except for Non-Owned Assets or Excluded Assets. The Corporation as a valid licence or other right to use any non-owned assets in the operation of the Businesses as its currently conducted. The Corporation is not a party to any conditional sales contract, hire-purchase agreement, security agreement or other title retention agreement. None of the material property and assets used in connection with the Businesses is the property of the Existing Shareholders.

(ee) **No Dividends**. Except as a part of the Pre-Closing Reorganization, which dividends will be fully paid prior to Closing, since the Fiscal Q3 End, the Corporation has not declared or paid and has not been deemed under *the Income Tax Act* (Canada) to have declared or paid any dividends or made any other distribution on any of its outstanding shares and has not redeemed, purchased or otherwise acquired any of its outstanding shares or agreed to do so.

(ff) **Tax Returns**. Subject to the filing of the Corporation's tax returns specified in Section 6.1(f) of this Agreement, the Corporation has duly filed in a timely manner all tax returns required to be filed by it (including all information returns as to which non-filing or late filing could result in interest or penalties), has made complete and accurate disclosure in such returns and has duly paid all taxes due from it to federal, provincial or local taxing authorities, including, without limitation, those due in respect of its properties, income, franchises, licenses, sales, use of property and payroll. The Corporation has also paid all assessments and reassessments and all other taxes, governmental charges, penalties, interest and fines due and payable by the Corporation up to the date hereof. The Corporation has made adequate provision for the taxes which are payable during the current fiscal period for which tax returns are not yet required to be filed. There are

no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or reassessment of income tax or the filing of any tax return by, or payment of any tax by, or levying of any governmental charge against the Corporation. There are no actions, audits, assessments, reassessments, suits, proceedings, investigations or claims now pending or threatened against the Corporation in respect of taxes or governmental charges or any matters under discussion with any governmental authority relating to taxes or governmental charges asserted by any such authority. The Corporation has withheld from each payment made by it the amount of all taxes and other deductions required to be withheld therefrom and has paid the same to the proper taxing or other authority within the time prescribed under any applicable legislation or regulation.

(gg) **No Loans to Directors, etc**. Except for the Vendor Loans, there are no loans by the Corporation or other indebtedness due to the Corporation outstanding (other than the normal salaries, bonuses, fringe benefits and the obligation to reimburse for expenses incurred on behalf of the Corporation in the normal course of employment) to or from any director, officer, shareholder or employee, to or from any former director, officer, shareholder or employee of the Corporation or to or from any person or corporation not dealing at arms' length (as such term is construed under the *Income Tax Act* (Canada)) with any of the foregoing.

(hh) **Benefits**. The Corporation's liability in respect of sick benefit credits, bonuses, commissions and other employee benefit payments do not exceed one thousand dollars ($1,000) in the aggregate, with the exception of normal accruals for vacation pay.

(ii) **Legal Proceedings, and Governmental Orders.**

(i) There is no claim, action, suit, proceeding or governmental investigation (each, an "**Action**") of any nature pending or, to the Vendor's Knowledge, threatened against or by (i) the Corporation affecting any of its properties or assets (or by or against the Existing Shareholders and relating to the Corporation), or (ii) the Corporation or the Existing Shareholders that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Knowledge of the Existing Shareholders, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action;

(ii) To the Knowledge of the Vendors, there are no outstanding governmental orders and no unsatisfied judgments, penalties or awards against or affecting the Corporation or any of its properties or assets.

(jj) **Full Disclosure.** No representation or warranty by the Vendors in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to the Purchaser in connection with this

Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading. There is no fact known to the Knowledge of either the Corporation or the Vendors which materially and adversely affects the affairs, operations or condition of the Corporation, its assets and properties or its business which has not been set forth in this Agreement. The foregoing sentence does not relate to any event, occurrence, fact or condition arising out of or attributable to: (i) any fact known to the Purchaser, (ii) general economic or political conditions; (iii) conditions generally affecting the retail cannabis industry (including changes in applicable laws), (iv) any changes in financial or securities markets; (v) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (vi) the act, order or decree of any governmental authority or change to applicable laws relating to the COVID-19 pandemic.

(kk) The Vendors, jointly and severally, represent and warrant to the Purchaser that the statements contained in this Section 5.1 are true and correct as of the date of this Agreement and are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

5.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants as follows to the Vendors and acknowledges and confirms that the Vendors are relying on such representations and warranties in connection with the sale by it of the Purchased Shares:

(a) **Corporate Status.** The Purchaser is a corporation incorporated and organized and validly subsisting in good standing under the laws of Alberta. The Purchaser has the corporate power to own its property and to carry on business as now being conducted by it, is duly qualified as a corporation to do business and is in good standing in each jurisdiction in which the nature of the business or the property owned or leased by it makes such qualification necessary.

(b) **Enforceability of Obligations.** The completion of the transaction contemplated in this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Purchaser and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(c) **Residency**. The Purchaser is a "Canadian corporation" within the meaning of the *Income Tax Act* (Canada).

(d) **Investment Canada**. The Purchaser is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada).

(e) **Absence of Conflicting Agreements**. The entering into of this Agreement and the consummation of the transactions contemplated hereby will not:

(i) result in the violation of or default under any of the terms and provisions of the constating documents or by-laws of the Purchaser or of any indenture, mortgage, statute, regulation, order, judgement, decree, law, instrument, lien, permit or other agreement, written or oral, to which the Purchaser is or may be a party or by which it is bound nor will require any consent or other action by any administrative or governmental body; or

(ii) result in the violation of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Purchaser or its properties or businesses.

(f) **No Actions**. There are no legal proceedings in progress, pending, or to the knowledge of Purchaser, threatened by, against or affecting Purchaser, its affiliates or their respective property, assets or businesses before any governmental authority, arbitrator, arbitration board or mediator that could prohibit, seek to enjoin or materially delay the transactions contemplated by this Agreement or that may reasonably be expected to have a material negative impact on the value of HITI Shares.

(g) **HITI Shares.**

(i) The HITI Shares to be issued to the Vendors within 2 business days of the Closing Date pursuant to this Agreement will be validly issued and outstanding as of such time as fully paid and non-assessable shares in the capital of Purchaser.

(ii) The HITI Shares to be issued to the Vendors within 2 business days of the Closing Date pursuant to this Agreement will be exempt from the prospectus requirements, and in compliance with the registration requirements, of applicable Securities Laws and will not result in the contravention of any applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Purchaser under applicable Securities Laws to permit such issuance and sale, subject to customary filing requirements.

(h) **Listing.** The outstanding HITI Shares are listed and posted for trading on the TSX Venture Exchange, Nasdaq and the Frankfurt exchange.

(i) **Public and Regulatory- Filings.**

(i) The Purchaser is a "reporting issuer" in each of the provinces and territories of Canada and is in compliance, in all material respects, with the Securities Laws of such provinces and territories and the applicable rules and regulations of the TSX Venture Exchange. No delisting, suspension of trading in, or cease trading order with respect to, the HITI Shares or any other securities of the Purchaser is pending or, to the knowledge of the Purchaser, threatened, and no legal proceedings have been instituted that might result in any such action being taken or order being made, and no written notification or other communication in writing from a Securities Regulator or the TSX Venture Exchange threatening to take any such action or make any such order has been received by the Purchaser.

(ii) The Purchaser has prepared and filed with the Securities Regulators in each of the provinces and territories in Canada where it is a "reporting issuer" all material documents required to be filed by it under Securities Laws as a result of its status as a "reporting issuer". All documents and information included in the public record were, as of their respective dates, in compliance in all material respects with applicable Securities Laws and did not, as of their respective dates, contain a misrepresentation (as such term is defined in the *Securities Act* (Alberta)). As of the date of this Agreement: (i) the Purchaser has not filed any confidential material change report or similar document that is not generally available to the public with any Securities Regulator or any stock exchange; and (ii) there is no adverse "material change" (as such term is defined the *Securities Act* (Alberta)) in respect of the Purchaser or the HITI Shares that has not been generally disclosed (within the meaning of applicable Securities Laws).

(j) **Commissions.** The Vendors will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Purchaser.

(k) The Purchaser represents and warrants to the Vendors that the statements contained in this Section 5.2 are true and correct as of the date of this Agreement and are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

6. COVENANTS

6.1 Covenants of the Vendors. Each of the Vendors covenant and agree with the Purchaser as follows:

(a) **Pre-Closing Reorganization.** Prior to Closing and subject to the approval from the LCRB, the Existing Shareholders will transfer the Excluded Assets, and all liabilities relating to such assets, out of the Corporation and pay all

taxes relating thereto (the "**Pre-Closing Reorganization**"), including but not limited to, the Vendors' purchase of Weaver's 39,536 Class A Common Voting shares under the Pre-Closing Reorganization.

(b) **Licence to Use "Jimmy's Cannabis Shop" and "Zaga's Cannabis".** The Purchaser shall have the right to operate the Stores under the respective Jimmy's Cannabis Shop brand and Zaga's Cannabis brand, until the earlier of (i) the twelve-month anniversary of the Closing Date and (ii) the date on which the LCRB issues a Retail Store Authorization ("**RSA**") specifying a Premises Name other than "Jimmy's Cannabis Shop" and "Zaga's Cannabis" in respect of such Store. Forthwith following such date, the Purchaser shall, at its own expense, remove all Jimmy's Cannabis Shop and Zaga's Cannabis branding from the Stores and otherwise cease to use any Jimmy's Cannabis Shop and Zaga's Cannabis Intellectual Property in its operation of the Businesses or otherwise.

(c) **Normal Course**. Until the Time of Closing, the Existing Shareholders shall cause the Corporation to carry on the Businesses diligently and in the ordinary course, shall use his best efforts to preserve the assets and property of the Corporation relating to the Businesses intact and to preserve the Corporation's relationship with all suppliers, customers and others having business relationships with the Corporation in the conduct of the Businesses, shall use commercially reasonable efforts to retain the services of the present employees of the Corporation to maintain the properties and assets of the Businesses in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear.

(d) **Investigations**. Between the date hereof and the Closing Date, the Purchaser and its representatives shall be permitted to make such investigations of the assets of the Corporation and of its financial and legal condition as the Purchaser deems necessary or desirable, provided always that such investigations shall be done without undue interference with the operations of the Corporation. Such investigations will not, however, affect or mitigate in any way the representations, warranties and covenants contained in this Agreement, which representations, warranties, and covenants shall continue in full force and effect for the benefit of the Purchaser as provided in section 7.1.

The Purchaser and its representatives shall be granted full access at reasonable times during normal business hours to all premises of the Corporation and to all financial, legal and other information, records and data required in the opinion of the Purchaser to make a full examination of the Corporation (excluding the Excluded Assets) and its Businesses. The Vendors will deliver or cause the Corporation to deliver to the Purchaser, at or before the Time of Closing, all minute books, corporate records and documents, corporate seal, books of account, accounting records, past financial statements and tax returns, interim financial statements, share

certificate books and share records, title documents and surveys which may be in the possession of the Corporation or the Existing Shareholders relating to the Businesses and all contracts, agreements, licenses, permits, patents, trade marks and other instruments to which the Corporation is a party or by which it is bound and which may be in the possession of the Corporation or the Existing Shareholders relating to the Businesses.

Promptly after execution of this Agreement, the Vendors shall make available to the Purchaser such documents and data or copies thereof as the Purchaser may reasonably request relating to the Businesses and the Corporation to the extent relating to the Businesses.

(e) **Insurance**. From the date hereof and until the Time of Closing, the Vendors shall cause the Corporation to maintain in full force and effect and to renew, where necessary, all policies of insurance relating to the Businesses, to present all claims thereunder in a due and timely fashion and to promptly advise the Purchaser of any such claims.

(f) **Tax Returns**. Subject to Article 8 with respect to the Corporation's tax return for the fiscal period ending on the day prior to the Closing Date, the Vendors shall, at the Vendors' expense, cause to be filed the Corporation's tax returns for the fiscal period ended as of the day preceding the Closing Date promptly following finalization of such tax return pursuant to Article 8, and shall provide a copies of same to the Purchaser.

(g) **Transfer of Purchased Shares**. The Vendors shall take, and will cause the Corporation to take, all necessary steps and proceedings as approved by counsel for the Purchaser to permit the Purchased Shares to be duly and validly transferred to the Purchaser or its nominees.

(h) **Resignation of Directors and Officers**. The Vendors, and any other director or officer of the Corporation, shall resign as director and officer of the Corporation in favour of nominees of the Purchaser, such resignations to be effective at the Closing Date.

(i) **Release**. The Vendors shall cause to be executed and delivered to the Purchaser at the Closing Date a personal release and by each director and officer of the Corporation, of all or any contracts with and claims against the Corporation, save and except for claims relating to obligations of the Purchaser hereunder.

(j) **Closing Conditions.** The Vendors shall use commercially reasonable efforts to promptly satisfy conditions of Closing that are within its control, and to support the Purchaser in its satisfaction of conditions of Closing that are within the Purchaser's control.

6.2 Covenants of the Purchaser. The Purchaser covenants and agrees with the Vendors as follows:

(a) **Name Change.** Promptly following the Closing Date, the Purchaser shall cause the Corporation to file name change requests with the LCRB to change the authorized name of each Store to a name that is not Jimmy's Cannabis Shop.

(b) **Reporting Issuer Status.** Until three months following the Closing Date, the Purchaser shall use commercially reasonable efforts to maintain its status as a "reporting issuer" under Securities Laws of each of the Provinces and Territories in Canada, not in material default of any requirement of such Securities Laws, other than in the event of an acquisition of all of the issued and outstanding HITI Shares by way of take-over bid merger, amalgamation, plan of arrangement or similar transaction.

(c) **Canadian Listing.** Until three months following the Closing Date, the Purchaser shall use commercially reasonable efforts to maintain the listing of the HITI Shares on the TSX Venture Exchange or another recognized stock exchange or quotation system in Canada, other than in the event of an acquisition of all of the issued and outstanding HITI Shares by way of take-over bid merger, amalgamation, plan of arrangement or similar transaction.

(d) **Releases**. The Purchaser shall cause the Corporation to execute and deliver to each of the Vendors at the Closing Date a full and final release of all claims which the Corporation may have against them save and except for claims relating to obligations of the Existing Shareholders which are expressly set out in this Agreement as surviving Closing.

(e) **Closing Conditions.** The Purchaser shall use commercially reasonable efforts to promptly satisfy conditions of Closing that are within its control, and to support the Vendors in its satisfaction of conditions of Closing that are within the Existing Shareholders' control.

7. SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

7.1 Survival. The covenants, representations and warranties of a party contained in this Agreement or in any certificates or documents delivered pursuant to it or in connection with the transactions contemplated in it shall continue in full force and effect after the Closing Date, notwithstanding any investigation made by or on behalf of any other party, for a period of twelve (12) months following the Closing Date with respect to covenants, representations and warranties that do not relate to Canada Revenue Agency matters and for a period of seven (7) years for those covenants, representations and warranties that relate to Canada Revenue Agency matters, after which time, the party making the said covenant, representation and/or warranty shall be released from all obligations and liabilities hereunder in respect of such covenant, representation and/or warranty, except

with respect to any claims made by the Purchaser, in writing, prior to the expiration of the said period.

8. PREPARATION OF CLOSING DATE FINANCIAL STATEMENTS & TAX RETURN

8.1 The Vendors shall cause the Corporation's pre-Closing accountant to prepare as soon as reasonably possible, but in any case not more than sixty (60) days following the Closing Date, the Closing Date Financial Statements together with a tax return relating to the fiscal period of the Corporation ending on the day prior to the Closing Date. The Closing Date Financial Statements shall be prepared on a notice to reader basis consistent with the preparation of previous years' financial statements. The costs of preparing the Closing Date Financial Statements and related Tax Return shall be borne by the Existing Shareholders. The Purchaser shall cause the Corporation to co-operate in a reasonable manner with the Existing Shareholders and their representatives for the purposes of the preparation of the Closing Date Financial Statements and related Tax Return and in providing any information in the possession of the Corporation and that is reasonably required for those purposes.

8.2 The Purchaser shall be entitled to review and comment on the Closing Date Financial Statements and related tax return prior to their completion. The Purchaser will have fifteen (15) days after receiving the draft statements and return to provide any such comments. If the Purchaser fails to provide such comments during such 15 day period, then the Closing Date Financial Statements and related tax return shall be deemed final. If, during such 15 day period, the Purchaser disputes any amount shown in the Closing Date Financial Statements that could have an adverse tax consequence to the Purchaser for tax periods commencing on or after the Closing Date ("Purchaser's Dispute"), the parties will work expeditiously and in good faith in an attempt to resolve the dispute within thirty (30) days of the date of the Purchaser's Dispute, failing which such dispute shall be submitted for determination to an independent firm of chartered professional accountants mutually agreed to by the parties. The determination of the independent firm of chartered professional accountants shall be final and binding upon the parties and not subject to appeal. The independent firm of chartered professional accountants shall be deemed to be acting as experts and not as arbitrators. The costs and expenses of the independent firm of chartered professional accountants shall be borne equally by the Vendors and the Purchaser.

8.3 The Vendors shall be liable for all obligations for taxes of the Corporation for all fiscal years ending prior to the Closing Date to the extent that such obligations exceed the reserve for Taxes reflected in the Closing Date Financial Statements.

8.4 The Purchaser shall cause the Corporation to forward to the Existing Shareholders, within five (5) Business Days of receipt, any Tax refunds received by the Corporation in respect of any period ending on or prior to the Closing Date.

9. NO SOLICITATION OF OTHER BIDS

9.1 Unless and until this Agreement is terminated prior to closing in accordance with its terms, the Vendors shall not, and shall not authorize or permit any of its affiliates or any of its representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Vendors shall immediately cease and cause to be terminated, and shall cause their affiliates and all of their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal.

9.2 For purposes hereof, "**Acquisition Proposal**" means any inquiry, proposal or offer from any person (other than Purchaser) relating to the direct or indirect disposition, whether by sale, amalgamation or otherwise, of all or any portion of the Businesses.

10. CONDITIONS

10.1 Conditions for the Benefit of the Purchaser. The purchase and sale of the Purchased Shares is subject to the following terms and conditions for the exclusive benefit of the Purchaser to be fulfilled or performed at or prior to the Closing Date:

(a) Covenants and Warranties. The covenants, representations and warranties of the Vendors contained in this Agreement or in any other document delivered pursuant hereto shall be true and correct (subject to any materiality qualifications applicable to such representation and warranty, if any) as of the Closing Date with the same force and effect as if such covenants, representations and warranties had been made on and as of such date.

(b) Compliance. The Vendors shall have or caused to have, performed and complied with in all material respects all covenants and agreements herein agreed to be performed or caused to be performed or complied with by them prior to the Closing Date.

(c) No Changes. On the Closing Date, there shall have been no material adverse change in the assets, liabilities, Businesses, affairs, financial condition of the Corporation from that shown on or reflected in the Financial Statements of the Corporation, having regard to the seasonal nature of the Businesses.

(d) No Actions. No action or proceeding in Canada by law or in equity shall be existing or threatened by any person, company, firm, governmental authority, regulatory body or agency to enjoin or prohibit the execution and delivery of this Agreement.

(e) Specific Consents. Where in the opinion of the Purchaser a specific assignment or written consent of any third party is required with respect to any material license, permit, contract or other agreement of the Corporation in order that the Corporation may continue to enjoy the benefits and advantages thereof, including, but not limited to:

(i) the consent of each of the landlords of the Premises to a change of control;

(ii) an amended lease from each of the landlords of the Premises for the addition of an "exclusive use" clause in favour of the Purchaser; and

(iii) the consent of the Purchaser's lender, specifically connectFirst Credit Union Ltd., to the transactions contemplated in this Agreement;

then such specific assignment or written consent, acceptable both as to its form and content to the Purchaser, shall have been delivered to the Purchaser, and the Vendors will pay the costs of soliciting such consents or assignments. The Purchaser will cooperate in obtaining such consents.

(f) Certificates. The Vendors shall furnish the Purchaser a certificate on the Closing Date certifying that the representations and warranties of the Vendors and the Corporation are true and correct as if made on the Closing Date, provided that receipt of such evidence shall not be deemed to be a waiver thereof.

(g) Regulatory Approvals. The Purchaser shall have received all necessary regulatory approvals, including approvals from LCRB and the applicable stock exchanges, if required.

(h) Pre-Closing Reorganization. The Pre-Closing Reorganization shall have been completed, and the Purchaser shall have received copies of executed asset transfer documents transferring the Excluded Assets, and all liabilities relating to such assets, pursuant to the Pre-Closing Reorganization, in substantially the form of such documents reviewed by the Purchaser prior to the execution of this Agreement.

(i) Minute Book. Prior to Closing, the Vendors shall have executed and filed in the minute book all resolutions of the directors and shareholder of the Corporation as requested by Purchaser's counsel prior to execution of this Agreement.

(j) Non-Competition/Non-Solicitation Agreements. Prior to the Closing Date, Tim LaFrance and Jason Drummond shall have executed (and the Vendors shall have obtained from Weaver in favour of the Corporation under the Pre-Closing Reorganization and with respect to the Businesses) two-year non-competition agreements (within 25 km of the Businesses) and two-year non-

solicitation agreements (of customers and employees of the Businesses) in favour of the Purchaser (collectively the "**Non-Competition/Non-Solicitation Agreements**").

(k) Debt Assignment Agreement. Providing the Debt Assignment Agreement, duly executed by the Vendors and the Corporation.

If any condition in this Section 10.1 is not fulfilled or performed by the Closing Date or as otherwise specified herein to the satisfaction of the Purchaser (other than as a result of the failure of the Purchaser to perform its obligations hereunder), the Purchaser may, by notice to the Vendors, terminate this Agreement and, thereupon, each of the parties shall be released from all of their further obligations hereunder without further liability whatsoever. The Purchaser shall also be entitled to waive compliance with any of these conditions in whole or in part if it sees fit to do so without prejudice (until the Closing) to any of its rights of termination in the event of non-performance of any other condition in whole or in part, provided that any such waiver shall be binding upon the Purchaser only if it is in writing. Nothing herein shall release the parties from liability for breach of any covenant, representation or warranty prior to any termination of this Agreement.

10.2 Restrictive Covenants.

(a) Each of the Existing Shareholders and its principals (Tim LaFrance and Jason Drummond and with the Vendors obtaining the same from Weaver) hereby agree as follows:

(i) They shall not, for a period of 2 years following the Closing Date, at any time, either directly or indirectly, individually or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation, whether as principal, agent, director, officer, shareholder, employee, creditor or in any manner whatsoever:

(a) carry on, be engaged in, concerned with or interested in any person or persons, firm, association, syndicate, company or corporation engaged or interested in a business similar to the Businesses that competes within 25 kilometres of the Businesses;

(b) except as a result of any general solicitation for employees or customers, solicit any employee of the Corporation's business or encourage any such employee to leave such employment or solicit or entice, or attempt to solicit or entice, or be engaged to render services for any clients or customers of the Businesses or potential clients or customers of the Businesses or diverting their business or services from the Businesses; and

(ii) The parties intend that the conditions set forth in s.56.4(7) of the Income Tax Act have been met such that s.56.4(5) of the Income Tax Act applies to any 'restrictive covenants' (as defined in s.56.4(1) of the Income

Tax Act) granted by the Existing Shareholders pursuant to this Agreement with respect to the Businesses, including the conditions set forth in this provision (the "**Restrictive Covenants**"). The parties acknowledge and agree that the Restrictive Covenants are integral to this Agreement and are being granted, executed and delivered to maintain or preserve the fair market value of the Purchased Shares, and (b) that no proceeds or other amount received or receivable under this Agreement by the Existing Shareholders shall be for granting any Restrictive Covenant under this Agreement. At the request of the Vendors, the parties shall make and file any election or amended election in prescribed form and within the prescribed time limits pursuant to subsection 56.4(7) of the Income Tax Act.

10.3 Conditions for the Benefit of the Vendors. The sale of the Purchased Shares is subject to the following terms and conditions for the exclusive benefit of the Vendors to be fulfilled or performed at or prior to the Closing Date:

(a) Covenants and Warranties. The covenants, representations and warranties of the Purchaser contained in this Agreement or in any other document delivered pursuant hereto shall be true and correct as of the Closing Date with the same force and effect as if such covenants, representations and warranties had been made on and as of such date.

(b) Compliance. The Purchaser shall have performed and complied with all covenants and agreements herein agreed to be performed or caused to be performed or complied with by them prior to the Closing Date.

(c) Regulatory Approvals. The Vendors shall have received all necessary regulatory approvals, including approvals from the LCRB.

(d) No Actions. No action or proceeding in Canada by law or in equity shall be existing or threatened by any person, company, firm, governmental authority, regulatory body or agency to enjoin or prohibit the execution and delivery of this Agreement.

(e) Landlord Consent. The consent of the landlords of the Premises to a change of control shall have been obtained in form and substance satisfactory to the Vendors acting reasonably.

(f) Certificates. The Purchaser shall furnish the Vendors a certificate on the Closing Date certifying that the representations and warranties of the Purchaser are true and correct as if made as of the Closing Date, provided that receipt of such evidence shall not be deemed to be a waiver thereof.

If any condition in this Section 10.2 is not fulfilled or performed by the Closing Date or as otherwise specified herein to the satisfaction of the Vendors (other than as a result of the failure of the Vendors to perform its obligations hereunder), the Vendors may, by notice

to the Purchaser, terminate this Agreement and, thereupon, each of the parties shall be released from all of their further obligations hereunder without further liability whatsoever. The Vendors shall also be entitled to waive compliance with any of these conditions in whole or in part if it sees fit to do so without prejudice (until the Closing) to any of its rights of termination in the event of non-performance of any other condition in whole or in part, provided that any such waiver shall be binding upon the Vendors only if it is in writing. Nothing herein shall release the parties from liability for breach of any covenant, representation or warranty prior to any termination of this Agreement.

11. INDEMNIFICATION AND SET-OFF

11.1 Indemnification by the Vendors. The Vendors covenant and agree, on a joint and several basis, to indemnify and save harmless the Purchaser and the Corporation of and from any loss whatsoever arising out of or pursuant to**:**

(a) all debts, liabilities of the Corporation (including, without limitation, contingent liabilities), contracts or engagements whatsoever, including, without limitation, any liabilities for federal, provincial, sales, excise, income, corporate or other taxes of the Corporation, existing at the Time of Closing and not disclosed on or included in the balance sheet forming part of the Financial Statements or included in Working Capital;

(b) any liabilities arising from the Pre-Closing Reorganization, including but not limited to federal, provincial, sales, excise, income, corporate or other taxes of the Corporation;

(c) any reassessment for federal, provincial, income, sales, excise or corporate tax of the Corporation, interest or penalties for any period prior to the Closing Date;

(d) all judgments and awards against the Corporation, including all interest and penalties, in consequence of any action, suit or proceeding, whether or not disclosed to the Purchaser and whether or not commenced after the Closing Date, to the extent based upon any acts or omissions or other circumstances which occurred or arose prior to the Closing Date;

(e) any material loss, costs and expenses suffered by the Purchaser as a result of any breach of any representation, warranty or covenant on the part of the Existing Shareholders contained in this Agreement or in any schedule hereto;

(f) all debts, liabilities of the Corporation (including, without limitation, contingent liabilities), contracts or engagements whatsoever, including, without limitation, any liabilities for federal, provincial, sales, excise, income, corporate or other taxes of the Corporation, even if disclosed on or included in the balance sheet forming part of the Financial Statements or included in Working Capital, to the extent these relate to the Excluded Assets, including

any loss, costs and expenses suffered by the Purchaser as a result of any breach of any representation, warranty or covenant on the part of the Existing Shareholders or the Corporation contained in this Agreement or in any of the Pre-Closing Reorganization documents, to the extent they relate to the Excluded Assets; and

(g) all claims, demands, costs and expenses, including all reasonable legal, audit and other professional fees, incurred in respect of any of the foregoing.

11.2 Indemnification by the Purchaser. The Purchaser covenants and agrees to indemnify and save harmless the Vendors of and from any loss whatsoever arising out of or pursuant to:

(a) any loss, costs and expenses suffered by the Vendors as a result of any breach of any representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any schedule hereto; and

(b) all claims, demands, costs and expenses, including all reasonable legal, audit and other professional fees, incurred in respect of the foregoing.

11.3 Limitations on Indemnities.

(a) The indemnification obligations of the Vendors' or Purchaser hereunder are limited to the Purchase Price received by the Vendors and the consideration received by the Existing Shareholders pursuant to the Pre-Closing Reorganization, except that for a breach of this Agreement involving fraud or wilful misrepresentation, and relating to any liability arising from the Pre-Closing Reorganization, there will be no limit.

(b) The indemnification obligations of the Vendors or Purchaser hereunder are not applicable unless and until the aggregate amount of damages suffered, paid or incurred by the Purchaser or Existing Shareholders, as the case may be, exceeds $20,000 whereupon the indemnifying party will be liable for all applicable Damages, including such $20,000 threshold amount. Notwithstanding the foregoing, but subject to Sections 11.4 to and including 11.8, the indemnification obligations of the Vendors pursuant to Section 11.1(b) shall be applicable from the first dollar of Damages, if any, suffered by the Corporation.

(c) Indemnified parties hereunder have a duty to use commercially reasonable efforts to mitigate any damages that would otherwise be recoverable from an indemnifier.

(d) The amount of any damages for which indemnification is provided hereunder will be net of any amounts actually recovered by an indemnified party under insurance policies with respect to such damages.

(e) Damages for which a party is indemnified hereunder shall include any direct loss, cost, liability, claim interest, fine, penalty or assessment (including reasonable professional fees and expenses), but shall not include special, consequential, punitive or exemplary damages, including without limitation those resulting from reduction in value, economic loss or loss of profit.

(f) The indemnity as provided at 11.1(d) shall not apply to any claim made for wrongful dismissal by an employee terminated after 90 days following the Closing Date.

11.4 Notice of Claim. In the event that a party (the "**Indemnified Party**") shall become aware of any claim (an "**Indemnity Claim**") in respect of which the other party (the "**Indemnifying Party**") agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall, as soon as reasonably practicable and in any case within ten (10) days, give written notice thereof to the Indemnifying Party. Such notice shall specify whether the Indemnity Claim arises as a result of a claim by a person against the Indemnified Party (a "**Third Party Claim**") or whether the Indemnity Claim arises as a result of a claim directly by the Indemnified Party against the Indemnifying Party (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Indemnity Claim and the amount of the Indemnity Claim, if known.

11.5 Direct Claims. With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Indemnity Claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the Indemnity Claim as necessary or desirable. 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 Indemnity Claim, together with all such other information as the Indemnifying Party may reasonably request. If the parties 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 Indemnity Claim, the Indemnifying Party shall forthwith pay to the Indemnified Party the full agreed upon amount of the Indemnity Claim.

11.6 Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Indemnity Claim. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and Indemnified Party and representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences). If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim diligently or within a reasonable time, the Indemnified Party shall be entitled to assume such control at the expense of the Indemnifying Party, and the Indemnifying Party

shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Law to make a payment to any Person (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related legal or regulatory proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified 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.

11.7 Settlement of Third-Party Claims. If the Indemnifying Party fails to assume control of the defence of any Third-Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third-Party Claim, the Indemnifying Party shall not settle any Third-Party Claim without the written consent of the Indemnified Party, not to be unreasonably withheld.

11.8 Co-operation. The Indemnified Party and the Indemnifying Party shall co-operate 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).

11.9 Adjustment to Purchase Price. Any indemnification payments made pursuant to this Article 11 shall be treated as an adjustment to the Purchase Price, including for Tax Purposes.

12. CLOSING ARRANGEMENTS

12.1 Place of Closing. The closing shall take place through an electronic exchange of documents at the Time of Closing or such other time as the Vendors and the Purchaser mutually agree.

12.2 Deliveries. The Vendors shall deliver or cause to be delivered to the Purchaser at or before the Time of Closing:

(a) certificates representing the Purchased Shares duly endorsed in blank for transfer;

(b) certified copies of all necessary directors' and shareholders' resolutions of the Corporation consenting to and authorizing the sale of the Purchased Shares;

(c) a certificate of status for the Corporation dated a current date;

(d) all documents (or copies thereof) and other data, technical or otherwise, which are owned by the Existing Shareholders or the Corporation on the Closing Date, which relate to the Businesses and which will be necessary for the conduct of the Businesses after Closing, including, without limitation, such books of account and financial records as the Purchaser may reasonably request;

(e) the Non-Competition/Non-Solicitation Agreements pursuant to Section 10.1(j);

(f) a certificate of the Vendors, dated as of the Closing Date, to the effect that except as reflected in the Financial Statements, there has been no material adverse change, financial or otherwise, in the condition of the Corporation or the Businesses, that the representations warranties set forth in this Agreement are true and correct and all conditions of closing have been satisfied or are waived;

(g) a fully executed trade mark license agreement drafted substantially in the form of the Trade Mark Agreement that grants the Purchaser the right to use the Jimmy's Cannabis Shop trademark for the Stores for twelve months post-Closing (as described herein) (the "**Limited License Agreement**");

(h) signed acknowledgement and releases from each of the Existing Shareholders that no amounts remain owning to each Existing Shareholder by the Corporation upon the completion of the Pre-Closing Reorganization (except for amounts attributable to the Vendor Loans);

(i) written confirmation from each of the Existing Shareholders, individually and together, to waive all claims against the Purchaser relating to any of the agreements, transactions, or assets transferred pursuant to the Pre-Closing Reorganization;

(j) providing the Debt Assignment Agreement, duly executed by the Vendors and the Corporation; and

(k) such further and other documents as the Purchaser's counsel may consider reasonably necessary or desirable to validly and effectively complete the transfer of the Purchased Shares to the Purchaser.

12.3 Purchaser's Deliveries. The Purchaser shall deliver or cause to be delivered to the Vendors at or before the Time of Closing:

(a) certified copies of all necessary directors' resolutions of the Corporation authorizing the issuance of the HITI Shares;

(b) evidence of the Purchaser irrevocably directing its transfer agent to issue and deliver to the Vendors DRS advice statements or certificates registered

in the names of the Vendors, representing the HITI Shares paid to satisfy the Purchase Price;

(c) a certificate of status for the Purchaser dated a current date;

(d) a certificate of the Purchaser, dated as of the Closing Date, to the effect that the Purchaser has complied with its covenants hereunder, the representations warranties of the Purchaser set forth in this Agreement are true and correct and all conditions of closing have been satisfied or are waived;

(e) a release in favour of the Existing Shareholders as contemplated in Section 6.1(i);

(f) a fully executed trade mark license agreement drafted substantially in the form of the Trade Mark Agreement that grants the Purchaser the right to use the Jimmy's Cannabis Shop trademark for the Stores (as described herein);

(g) providing the Debt Assignment Agreement, duly executed by the Purchaser; and

(h) such further and other documents as the Vendors' counsel may consider reasonably necessary or desirable to validly and effectively complete the transfer of the Purchased Shares to the Purchaser.

13. GENERAL MATTERS

13.1 Entire Agreement. This Agreement, including the schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof. No amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly provided.

13.2 Governing Law. This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising under this Agreement or any of the schedules or documents to be entered into or delivered pursuant hereto.

13.3 Confidentiality. Until the Time of Closing, the terms, conditions and provisions of this Agreement shall be kept in the strictest confidence by the parties to the Agreement and shall be conveyed only to their respective professional advisors. All public notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by the parties and no party shall act unilaterally in this regard without the prior approval of the other.

13.4 Public Announcements and Closing Press Release. Unless otherwise required by applicable Law or stock exchange requirements (including the requirements of the TSX Venture Exchange), neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed). For greater certainty, and without limiting the foregoing, the Vendor and the Purchaser, each acting reasonably and in good faith, shall agree to the form and content of the closing press release to be issued by the Purchaser with respect to the signing of this Agreement and closing of the transactions contemplated by this Agreement.

13.5 Expenses. All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated herein shall be paid solely by the party incurring such expenses.

13.6 Notices. Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by email as follows:

Purchaser: [redacted]

Existing Shareholders: [redacted]

or to such other email address as a party may specify by notice. Notice pursuant to this Section shall be deemed to have been received the day it was sent if emailed before 5:00pm and the following day if emailed after 5:00pm.

13.7 Further Assurances. The parties shall with diligence do all things and provide all such assurances as may be required to consummate the transactions contemplated herein, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Time of Closing.

13.8 Counterparts. This Agreement may be executed in any number of counterparts, electronically, each of which when executed and delivered shall be deemed to be an original hereof and fully binding upon the signatory thereto, but all such counterparts shall together constitute one and the same instrument.

13.9 Time of Essence. Time shall be of the essence of this Agreement.

13.10 Successors and Assigns. This Agreement cannot be assigned by any party hereto, without the consent of the other parties, not to be unreasonably withheld. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators and permitted assigns.

13.11 Severability. If for any reason whatsoever, any term or condition of this agreement or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, all other terms and conditions of this agreement and/or the application of such terms and conditions to parties or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this agreement shall be separately valid and enforceable to the fullest extent permitted by law.

SIGNATURE PAGE FOLLOWS

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

HIGH TIDE INC.

Per: */s/ Raj Grover*
Raj Grover, CEO
I have authority to bind the corporation

1171882 B.C. Ltd. o/a Jimmy's Cannabis

Per: */s/ Jason Drummond*
Jason Drummond, ASO
I have authority to bind the corporation

PRAIRIECANN GROWTH CORP.

Per: */s/ Jason Drummond*
Jason Drummond, ASO
I have authority to bind the corporation

BRICKYARD GREENS INC.

Per: */s/ Tim LaFrance*
Timothy Joseph Lafrance, ASO
I have authority to bind the corporation

Schedule A
Leases

Schedule B
Intellectual Property

Owned IP

- "Zaga's Cannabis Shop" brand

Licenced IP

- "Jimmy's Cannabis Shop" – Canadian trademark application number 1881329, licensed by the Corporation pursuant to the Trade Mark License Agreement dated October 17, 2018 between Farmer Jane Holdings Corp. and the Corporation (the "**Trade Mark Agreement**")

Schedule C
Employees

To be attached immediately prior to closing.

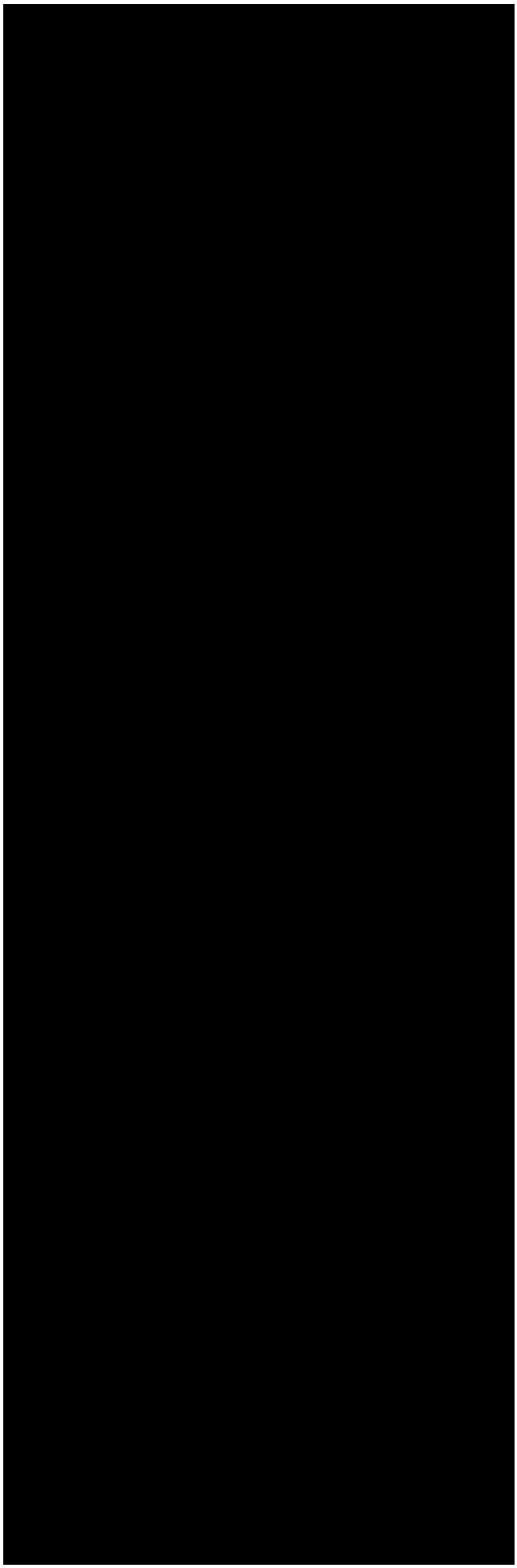
Schedule D
Material Contracts

Schedule E
Excluded Assets

The trademark “Jimmy’s Cannabis Shop” except as licensed under the Limited License Agreement as outlined in this Agreement.

All assets associated with the stores at the following locations:

- **2123 Columbia Ave, Rossland, B.C.**
- **1000 Northwest Blvd. #5, Creston, B.C.**
- **107-1983 Columbia Ave, Castlegar, B.C.**
- **Any branded merchandise**
- **Any tangible assets located outside of British Columbia.**



Schedule F
Debt Assignment Agreement

THIS DEBT ASSIGNMENT AGREEMENT (the "**Agreement**") dated as of the 28th day of December, 2022 (the "**Execution Date**").

AMONG: **GREEN ROOM INVESTMENTS INC.**
(the "**Assignor 1**")

AND: **BRICKYARD GREENS INC.**
(the "**Assignor 2**")
(Assignor 1 and Assignor 2 are collectively the "**Assignor**")

AND: **HIGH TIDE INC.**
(the "**Assignee**")

AND: **1171882 B.C. LTD.**,
(the "**Debtor**")

WHEREAS:

A. The Debtor, the Assignee, and the Assignor are parties to a share purchase agreement dated as of September 21, 2022 (the "**Purchase Agreement**").

B. The Purchase Agreement requires that the Assignor assign to the Assignee its rights and interest in certain debts owed to the Assignor by the Debtor in respect of certain shareholder loans advanced by the Assignor to the Debtor.

C. The Debtor is indebted to Assignor 1 solely in the aggregate amount of $150,000 and to Assignor 2 solely in the aggregate amount of $150,000 (the "**Debt**").

D. The Assignee wishes to be assigned, and the Assignor wishes to grant, assign, transfer and set over unto the Assignee, the Assignor's entire right, title and interest in and to the Debt upon the terms and conditions contained in this Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of the premises and the mutual promises, covenants, conditions, representations and warranties hereinafter contained, the sum of $150,000 now paid (pursuant to the terms of the Purchase Agreement) by the Assignee to Assignor 1, the sum of $150,000 now paid (pursuant to the terms of the Purchase Agreement) by the Assignee to Assignor 2, and for the sum of One Dollar ($1.00) paid by each party to each of the other parties,

and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, the parties agree as follows:

1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ASSIGNOR

1.1 The Assignor jointly and severally represent, warrant and covenant to the Assignee that:

(a) the above premises are true and complete, and the full amount of the Debt is due and owing by the Debtor to the Assignor;

(b) the Assignor has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Assignor is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Assignor;

(c) the execution, delivery and performance by the Assignor of this Agreement and the transactions contemplated hereby (i) have been duly authorized by all necessary officers, managers or members of the Assignor, (ii) do not contravene the terms of the Assignor's organizational documents, or any amendment thereof, (iii) do not materially violate, conflict with or result in any material breach or contravention of, or the creation of any lien under, any contractual obligation of the Assignor or any requirement of law applicable to Assignor, and (iv) do not materially violate any orders of any governmental authority against, or binding upon, the Assignor to the knowledge of the Assignor;

(d) this Agreement has been duly executed and delivered by the Assignor and constitutes the legal, valid and binding obligations of the Assignor, enforceable against the Assignor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity);

(e) the execution, delivery and performance by the Assignor of this Agreement and the transactions contemplated hereby (i) do not violate, conflict with or result in any breach or contravention of, or the creation of any lien under, any contractual obligation of the Assignor or any requirement of law applicable to Assignor, and (ii) to the knowledge of the Assignor, do not violate any orders of any governmental authority against, or binding upon, the Assignor;

(f) the Assignor now has a good right, full power and absolute authority to assign its right, title and interest in and to the Debt in the manner set out in Article 3 hereof according to the true intent and meaning of this Agreement; and

(g) the Debtor does not have any outstanding obligations due to the Assignor other than the Debt, and, following the Debt Assignment, shall not have any outstanding obligations due to the Assignor.

1.2 The representations, warranties and covenants contained in Section 1.1 are provided for the exclusive benefit of the Assignee and a breach of any one or more thereof may be waived by the Assignee in whole or in part at any time without prejudice to its rights in respect to any other breach of the same or any other representation or warranty or covenant. The representations, warranties and covenants contained in Article 1 will survive the closing of the transactions contemplated under this Agreement for a period of three (3) months from the date hereof.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ASSIGNEE

2.1 The Assignee represents, warrants and covenants to the Assignor that:

(a) the above premises are true and complete;

(b) the Assignee has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Assignee is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Agreement on behalf of the Assignee;

(c) the execution, delivery and performance by the Assignee of this Agreement and the transactions contemplated hereby (i) have been duly authorized by all necessary officers, managers or members of the Assignee, (ii) do not contravene the terms of the Assignee's organizational documents, or any amendment thereof, (iii) do not materially violate, conflict with or result in any material breach or contravention of, or the creation of any lien under, any contractual obligation of the Assignee or any requirement of law applicable to Assignee, and (iv) do not materially violate any orders of any governmental authority against, or binding upon, the Assignee to the knowledge of the Assignee;

(d) this Agreement has been duly executed and delivered by the Assignee and constitutes the legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity); and

(e) the Assignee is aware that its purchase of the Debt pursuant to this Agreement is a speculative investment that is subject to the risk of complete loss. The Assignee is able, without impairing the Assignee's financial condition, to suffer a complete loss of such investment in the Debtor.

2.2 The representations, warranties and covenants contained in Section 2.1 are provided for the exclusive benefit of the Assignor and a breach of any one or more thereof may be waived by the Assignor in whole or in part at any time without prejudice to its rights in respect to any other breach of the same or any other representation or warranty or covenant. Any representations, warranties and covenants contained in Article 2 will survive the signing of this Agreement.

3. SALE AND TRANSFER OF THE DEBT

3.1 The Assignor grants, transfers and sets over unto the Assignee its right, title and interest in and to the Debt, including, without limitation, all rights, benefits and advantages of the Assignor to be derived therefrom and all burdens, obligations and liabilities to be derived thereunder, in consideration of the premises and the consideration set out herein and in the Purchase Agreement.

3.3 The parties agree and acknowledge that the representations, warranties and covenants made by the Assignee in this Agreement and the Purchase Agreement, and the payment of $150,000 from the Assignee to Assignor 1, pursuant to the terms of the Purchase Agreement, and $150,000 from the Assignee to Assignor 2, pursuant to the terms of the Purchase Agreement, made on the Execution Date, shall constitute good, sufficient, and valuable consideration for the Assignee's purchase of the Debt.

3.4 The Assignor agrees that each of the Assignors hereby remise, release and forever discharge the Debtor, its directors, officers, employees, agents, successors and assigns, of and from any and all manner of actions, causes of actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments, rights and demands of any kind whatsoever, both in law and in equity (collectively referred to herein as "**Claims**") which the Assignor ever had, now has, or can, shall or may in the future have had or have against the Debtor for any matter whatsoever, existing up to or on the date hereof. Notwithstanding the foregoing, such release shall not derogate from the Assignee's acquired interest in the Debt, nor the Assignee's entitlement to make demand at any time for payment of the full amount of the Debt.

4. CONSENT OF DEBTOR

4.1 The Debtor agrees and consents to the assignment of the Assignor's interest in the Debt to the Assignee pursuant to the terms and conditions of this Agreement.

4.2 The Debtor represents, warrants and covenants to the Assignee that (a) the full amount of the Debt is due and owing at the time of this Agreement, and (b) the Debt has not been prepaid in full or in part.

4.3 The Debtor agrees and acknowledges and that the Assignee is entitled to make demand at any time for payment of the full amount of the Debt.

5. GENERAL

5.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Counterparts may be delivered either in original or by email form and the parties adopt any signature received by a receiving email as original signatures of the parties.

5.2 All dollar amounts expressed herein refer to lawful currency of Canada.

5.3 The parties agree to execute and deliver to each other such further instruments and other written assurances and to do or cause to be done such further acts or things as may be necessary or convenient to carry out and give effect to the intent of this agreement or as any of the parties may reasonably request in order to carry out the transactions contemplated herein.

5.4 This agreement sets forth the entire agreement among the parties hereto pertaining to the specific subject matter hereof and replaces and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto, and there are no warranties, representations or other agreements, whether oral or written, express or implied, statutory or otherwise, between the parties hereto in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby.

5.5 In case any one or more of the provisions contained in this agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this agreement shall not in any way be affected or impaired thereby, and any such invalid, illegal or unenforceable provision shall be deemed to be severable, and the remainder of the provisions of this agreement shall nevertheless remain in full force and effect.

5.6 This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and legal representatives. This agreement may not be assigned without the prior written consent of the parties, which consent may be unreasonably withheld.

5.7 This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the

parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[Remainder of page intentionally left blank. Signature page follows]

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

HIGH TIDE INC.

Per: */s/ Raj Grover*
Authorized Signing Officer
I have authority to bind the corporation.

PRAIRIECANN GROWTH CORP.

Per: */s/ Jason Drummond*
Authorized Signing Officer
I have authority to bind the corporation.

BRICKYARD GREENS INC.

Per: */s/ Tim LaFrance*
Authorized Signing Officer
I have authority to bind the corporation.

1171882 B.C. LTD.

Per: */s/ Jason Drummond*
Authorized Signing Officer
I have authority to bind the corporation.

December 8, 2022

1171882 B.C. Ltd. o/a Jimmy's Cannabis Shop BC
200-1965 Broad Street
Regina SK S4P 1Y1

SENT VIA EMAIL
STRICTLY CONFIDENTIAL

Dear Mr. LaFrance and Mr. Drummond:

Re: Amendment of Share Purchase Agreement among High Tide Inc., 1171882 BC Ltd. o/a Jimmy's Cannabis, Green Room Investments Inc., and Brickyard Greens Inc.

We refer to the share purchase agreement dated on September 28, 2022 (the "**SPA**") among 1171882 B.C. Ltd. o/a Jimmy's Cannabis Shop BC (the "**Corporation**"), High Tide Inc. ("**High Tide**"), Green Room Investments Inc. ("**Green Room**"), and Brickyard Greens Inc. ("**Brickyard**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the SPA.

This letter is to confirm our agreement to amend the SPA as follows:

1) In Section 1.1, adding the definition: *"Pre-Closing Dividend" means the Corporation's dividend to Green Room and Brickyard in the aggregate amount of $140,000 in cash.*

2) In Section 5.1(ee), adding the following sentence at the end of the existing clause: *Notwithstanding the foregoing, the Corporation shall be permitted to affect and complete the Pre-Closing Dividend prior to the Time of Closing.*

3) In Section 6.1(a), adding the following sentence at the end of the existing clause: *For clarity, the Pre-Closing Reorganization includes the Pre-Closing Dividend.*

Except with regards to the foregoing, the SPA remains in full force and effect and unamended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this LOI has been executed and delivered by the parties below as of the date first above written.

1171882 BC Ltd. o/a Jimmy's Cannabis Shop BC

Per: */s/ Jason Drummond*
Name: Jason Drummond
Title: Director

High Tide Inc.

Per: */s/ Raj Grover*
Name: Raj Grover
Title: President & CEO

Green Room Investments Inc.

Per: */s/ Jason Drummond*
Name: Jason Drummond
Title: Authorized Signing Officer

Brickyard Greens Inc.

Per: */s/ Tim LaFrance*
Name Tim LaFrance
Title: Authorized Signing Officer