UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 1-U

Current Report Pursuant to Regulation A

Date of Report: March 12, 2018
(Date of earliest event reported)

HIGHTIMES HOLDING CORP.
(Exact name of issuer as specified in its charter)

Delaware	**81-4706993**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

10990 Wilshire Blvd
Penthouse
Los Angeles, California 90024-3898
(Full mailing address of principal executive offices)

(844) 933-3287
(Issuer's telephone number, including area code)

Title of each class of securities issued pursuant to Regulation A: Class A voting Common Stock, par value $0.0001 per share

ITEM 8. CERTAIN UNREGISTERED SALES OF EQUITY SECURITIES

The information set forth under Item 9 below is incorporated herein by reference.

Subsequent to March 12, 2018, Hightimes Holding Corp., a Delaware corporation (the "Company"), sold for $6.8726 per share an aggregate of 1,000 shares of its Class A common stock, $0.0001 par value per share (the "Class A Common Stock"), to an investor. The Class A Common Stock was issued in connection with an exemption from registration provided by Rule 506(b) of Regulation D as promulgated under the Securities Act of 1933, as amended (the "Securities Act"), in that each of the investors was an "accredited investor," and the Company did not engage in any general advertisement or solicitation in connection with the purchase and sale of such securities.

This Current Report on Form 1-U is issued in accordance with Rule 257(b)(4) of Regulation A, and is neither an offer to sell any securities, nor the solicitation of an offer to buy, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

ITEM 9. OTHER EVENTS

The Company Offering.

The Company's Form 1-A and Offering Circular for the sale of up to 4,545,454 shares of Class A Common Stock at a proposed offering price of $11.00 per share (the "Offering") was qualified by the United States Securities and Exchange Commission ("SEC") on March 12, 2018. As at the date of this report on Form 1-U, the Company has yet to commence the Offering of Class A Common Stock.

The shares of Class A Common Stock are being offered directly by the Company and its management. No commissions or other compensation will be paid to Company management with respect to sales initiated by them. On March 27, 2018, the Company engaged NMS Capital Advisors LLC as its managing selling agent ("Selling Agent"). The Selling Agent may engage one or more sub-selling agents or selected dealers. However, under the terms of its engagement agreement with the Company, neither the Selling Agent nor any sub-selling agent shall have any marketing or sales obligations other than to process indications of interest forwarded to the Selling Agent or sub-selling agents by the Company or its management. The Selling Agent is not purchasing any of the shares of Class A Common Stock being offered by the Company in the Offering and is not required to sell any specific number or dollar amount of such shares in the Offering.

Under the terms of its engagement agreement with NMS Capital Advisors, the Company has agreed to pay the Selling Agent a commission and fee equal to 3% of all gross proceeds received by the Company in the Offering in consideration for the Selling Agent's commitment to process orders on behalf of the Company and its management. However, to the extent that the Selling Agent or any sub-selling agent directly sells shares of Class A Common Stock in the Offering to its clients or customers (the "Direct Sales"), the Company has agreed to pay selling commissions on such Direct Sales equal to 7% of the gross proceeds the Company may receive from such Direct Sales of the shares. The Selling Agent and participating broker-dealers, if any, and others shall be indemnified by the Company with respect to the Offering and the disclosures made by the Company in its Form 1-A and related Offering Circular.

Pending the approval by the Financial Institute Regulatory Authority ("FINRA") of the compensation arrangements with the Selling Agent, the Company will only offer and sell its Class A Common Stock to potential purchasers who reside in states in which the Company has registered the offering or obtained an exemption from such registration.

Green Rush Daily.

As of August 31, 2017, the Company's wholly-owned subsidiary, Trans-High Corporation ("Trans-High"), entered into an online sales representative agreement with Green Rush Daily Inc. ("Green Rush"), a daily on-line publication providing news and information relating to cannabis, including guides and strain reviews, products and health news. Under the terms of the agreement, Green Rush appointed Trans-High as Green Rush's exclusive sales representative with respect to: (a) all advertisements to be sold or otherwise offered to third-party advertisers on the Green Rush websites, and (b) all advertisements for display to retail and wholesale channels on the websites. In a related development, Trans-High entered into a three-year employment agreement with Scott McGovern, the owner of Green Rush, under which Mr. McGovern became Senior Vice President of Publishing of the Trans-High Group. As partial consideration for obtaining the online sales representative agreement, in August 2017 the Company issued Scott McGovern an aggregate of 577,651 shares of Class A Common Stock.

On March 28, 2018, the parties terminated the online sales representative agreement and pursuant to an asset purchase agreement, dated March 28, 2017, Trans-High acquired certain of Green Rush's assets that consisted solely of its websites, intellectual property, advertiser agreements and future revenues from such agreements. No employees or liabilities of Green Rush were acquired or assumed by Trans-High. As consideration for the purchased assets, Green Rush received 577,651 shares of Class A Common Stock and Hightimes Holding agreed to pay Green Rush an additional $500,000 in cash on or before September 30, 2018. Under the terms of the asset purchase agreement, if by September 30, 2018 either (a) Green Rush does not receive the $500,000 cash payment, (b) the Company does not consummate the Origo Merger, or (c) Hightimes Class A Common Stock does not trade on Nasdaq, another national securities exchange or is not quoted for trading on the OTC Market QX Exchange, the OTC Market QB Exchange or the Canadian Stock Exchange, Green Rush shall have the right to rescind the asset sale agreement and repurchase the assets in consideration for returning to the Company the 577,651 shares of Class A Common Stock.

In a related development, the parties rescinded the prior employment agreement and the 577,651 share issuance to Scott McGovern in August 2017 and on March 28, 2018 amended and restated the employment agreement with Mr. McGovern. The amended and restated employment agreement covers Mr. McGovern's employment for a period of three years. Under the terms of the restated employment agreement, Mr. McGovern continues to receive an annual salary of $250,000 and annual bonuses to be based upon certain performance targets to be achieved by Trans-High that are to be mutually agreed upon between Mr. McGovern and the Trans-High board of directors by March 31, 2018. The agreement may be terminated by either party at any time upon 60 days prior written notice, or sooner if termination is either by Trans-High "for cause" or by the employee for "good reason" (as those terms are defined). Mr. McGovern also received stock options to purchase 289,630 shares of Class B non-voting Common Stock at an exercise price of $8.11 that vest in thirds on each of December 31, 2018, 2019 and 2020; provided, that if Mr. McGovern's employment is terminated by the Company within the first 18 months (on or before June 30, 2019) 50% of the option shares will be deemed vested and if such termination is after June 30, 2019, all of the option shares will be deemed vested.

Origo Merger.

On March 12, 2018, the stockholders of Origo approved an amendment to the articles of association of Origo to extend the date on which Origo may consummate the contemplated merger with the Company or other business combination to June 12, 2018. The Company retains the right to unilaterally terminate the Merger Agreement with Origo at any time after April 15, 2018.

Fully-Diluted Equity.

The following tables update the tables set forth in the Form 1-A and related Offering Circular to reflect the fully-diluted equity securities to be owned by the various holder of Company securities before and after giving effect to the proposed Origo Merger.

Fully-Diluted Class A Common Stock Before the Proposed Origo Merger

The following table sets forth the number of shares of Company Class A Common Stock to be owned by (a) the current holders of Company Class A Common Stock, (b) holders of Purchase Notes, (c) the holder of Company warrants, (d) ExWorks Capital Fund I, L.P. ("ExWorks") as holder of a $13,000,000 Company convertible note, assuming such note was fully converted into Class A Common Stock, (e) Bio Cup Music as holder of a $375,000 Company convertible note, assuming such note was fully converted into Class A Common Stock, and (f) investors in this Regulation A+ Offering, based on the sale of 10% (the Minimum Offering), 25%, 50%, 75% or 100% of the 4,545,454 shares of Company Class A Common Stock being offered by the Company in the Regulation A+ Offering. This Offering will be completed or terminated by the Company prior to consummation of the proposed Origo Merger. The Company may unilaterally terminate the Merger Agreement and proposed Origo Merger at any time following April 15, 2018.

Number of Class A Shares Sold	**10%**	**25%**	**50%**	**75%**	**100%**
Existing holders of Class A Common Shares	20,062,265	20,062,265	20,062,265	20,062,265	20,062,265
Green Rush Daily	577,651	577,651	577,651	577,651	577,651
Holders of Company Purchase Notes (1)	2,007,042	2,007,042	2,007,042	2,007,042	2,007,042
Investors in the Reg A+ Offering (2)	454,546	1,136,364	2,272,728	3,409,091	4,545,454
Holders of Bio Cup Note (3)	35,211	35,211	35,211	35,211	35,211
Holders of Company Warrant (4)	1,354,373	1,354,373	1,354,373	1,354,373	1,354,373
ExWorks Convertible Note (5)	1,313,131	1,313,131	1,313,131	1,313,131	1,313,131
Total	25,804,218	26,486,037	27,622,400	28,758,764	29,895,127

(1) Gives effect to a $10.65 per share conversion price of $21,375,000 principal amount of Purchase Notes held by the former Trans-High stockholders, after giving effect to an agreed upon 25% discount of the current $28,500,000 principal amount.

(2) Consists of purchasers of Company Class A Common Stock in the Reg A+ Offering at an offering price of $11.00 per share.

(3) Includes shares of Company Class A Common Stock issuable upon full conversion of the $375,000 convertible note held by Bio Cup Canada Music Festival LTD. Assumes a $10.65 per share conversion price.

(4) As a result of the execution of Amendment 3 to the ExWorks loan agreement; ExWorks now holds two warrants to purchase a total of 1,354,373 shares of Company Class A Common Stock representing a total of 5.0% of the fully-diluted Company Common Stock prior to the sale of Company Class A Common Stock in the Reg A+ Offering.

(5) Includes shares of Company Class A Common Stock issuable upon full conversion of the $13,000,000 convertible note held by ExWorks at $9.90, or 90% of the per share offering price in this Regulation A+ offering of $11.00.

The above table does not include outstanding options granted to executive officers, directors and employees of the Company and its subsidiaries under its 2017 Equity Incentive Plan to purchase an aggregate of 1,737,779 additional shares of Company Class A Common Stock.

If the Company completes its Reg A+ Offering, its fully-diluted Common Stock, including the exercise of all outstanding stock options, would be between a minimum of 27,541,997 and a maximum of 31,632,906 shares of Common Stock.

Fully-Diluted Common Stock After the Proposed Origo Merger

The following table sets forth the amount of Merger Consideration in the form of Origo Shares representing voting common stock of Hightimes Media Corporation, a Nevada corporation, (as successor to Origo) that would be received at a value of $10.65 per share by (a) current holders of Company Class A Common Stock, (b) holders of Purchase Notes, (c) the holder of Company warrants, (d) the holder of a $13,000,000 Company convertible note if converted into Origo Shares, (e) Bio Cup Music as holder of a $375,000 Company convertible note, assuming such note was fully converted into Class A Common Stock, and (f) investors in the Reg A+ Offering to be conducted by the Company prior to the consummation of the Merger, based on the sale of 10% (the Minimum Offering) 25%, 50%, 75% or 100% of the 4,545,454 shares of Class A Common Stock being offered by the Company in the Offering.

Number of Class A Shares Sold (1)	**10%**	**25%**	**50%**	**75%**	**100%**
Existing holders of Class A Common Shares	18,211,239	18,058,175	18,031,735	18,073,354	18,111,747
Green Rush Daily	575,117	575,117	575,117	575,117	575,117
Holders of Company Purchase Notes (2)	1,821,864	1,806,652	1,803,906	1,808,070	1,811,911
Investors in the Reg A+ Offering (3)	412,607	1,022,905	2,042,701	3,071,124	4,103,530
Holders of Bio Cup Note (4)	31,962	31,695	31,647	31,720	31,788
Holders Company Warrant (5)	1,229,413	1,219.147	1,217,295	1,220,105	1,222,696
ExWorks Convertible Note (6)	1,191,976	1,182,023	1,180,227	1,182,951	1,185,464
Total	23,474,178	23,896,714	24,882,628	25,962,441	27,042,253

(1) Based on the sale of a minimum of $5,000,000 in the Minimum Offering and a maximum of $50,000,000 of Company Class A Common Stock in the Offering. Pursuant to the terms of the Origo Merger Agreement, the valuation of the Company and its subsidiaries (the "Hightimes Group"), for purposes of calculating the Merger Consideration is subject to increase by $1.00 for each dollar of net proceeds in excess of $5,000,000 that the Company receives in the Offering. If the Company is able to sell 25%, 50%, 75% or 100% of the maximum 4,545,454 Offered Shares in the Offering, it would receive net proceeds of approximately $9,500,000, $20,000,000, $31,500,000 and $43,000,000, respectively (assuming full commissions of 8% are paid to broker/dealers or selling agents and other estimated marketing expenses ranging from between $2.0 million to $3.0 million), which would result in an increase the valuation of the Hightimes Group to $254.5 million ($250.0 million + $4.5 million of estimated net proceeds in excess of $5.0 million), $265.0 million ($250.0 million + $15.0 million of estimated net proceeds in excess of $5.0 million), $276.5 million ($250.0 million + $26.5 million of estimated net proceeds in excess of $5.0 million) and $288.0 million ($250.0 million + $38.0 million of estimated net proceeds in excess of $5.0 million), respectively, with a corresponding increase the number of Origo Shares payable as Merger Consideration from 23,474,178 to as much as 27,042,253 Origo Shares. In the event that the Company is unable to complete the Offering and does not sell any shares of Class A Common Stock, or the net proceeds of the Offering are $5,000,000 or less, the number of Origo Shares Company security holders will receive will remain at 23,474,178 shares, assuming a $10.65 per share price of the Origo Shares.

(2) Assumes a $10.65 per share offering price and closing price of Origo Shares as traded on Nasdaq or another Qualified Stock Exchange on the first trading day after the Effective Time of the Origo Merger, which would represent the conversion price of the Company Class A Common Stock then held by the former holders of the Purchase Notes.

(3) Consists of purchasers of Company Class A Common Stock in the Offering of a minimum of 454,545 shares of Company Class A Common Stock and a maximum of 4,545,454 shares of Class A Common Stock at an offering price of $11.00 per share. The foregoing table reflects the allocable adjustment of the Merger Consideration to the holders of such Company securities.

(4) Includes shares of Company Class A Common Stock issuable upon full conversion of the $375,000 convertible note held by Bio Cup Canada Music Festival Ltd. Assumes a $10.65 per share conversion price and is adjusted to give effect to the allocable portion of the Merger Consideration.

(5) ExWorks currently holds two warrants to purchase a total of 1,229,413 shares of Company Class A Common Stock representing a total of 5.0% of the fully-diluted Company Common Stock prior to the sale of Company Class A Common Stock in the Offering. The foregoing table reflects the allocable adjustment of the Merger Consideration to the ExWorks Warrant.

(6) Includes shares of Company Class A Common Stock issuable upon full conversion of the $13,000,000 convertible note held by ExWorks at $9.90, or 90% of the per share offering price in the Offering of $11.00. The foregoing table reflects the allocable adjustment of the Merger Consideration to the ExWorks Convertible Note.

The above table does not include outstanding options granted to executive officers, directors and employees of the Hightimes Group under its 2017 Equity Incentive Plan to purchase an aggregate of 1,737,779 additional shares of Company Class A Common Stock. Following the Merger such Company option holders will receive a corresponding number of options of Hightimes Media Corporation, the successor to Origo.

THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO COMPLETE THE SALE OF AT LEAST $5,000,000 OF SHARES OF CLASS A COMMON STOCK IN THE REG A+ OFFERING, THAT THE ORIGO MERGER WILL BE CONSUMMATED, OR THAT THE COMPANY WILL BE ABLE RECEIVE ANY SIGNIFICANT NET PROCEEDS FROM EITHER OR BOTH TRANSACTIONS.

The forms of (a) the Engagement Agreement with NMS Capital Advisors LLC, (b) the Asset Purchase Agreement between Trans-High, the Company and Green Rush, and (c) the restated employment agreement with Scott McGovern are each filed as Exhibits to this Current Report on Form 1-U, and the foregoing summaries of the terms of such documents is subject to, and qualified in its entirety by, the full text of such documents, which are incorporated herein by reference.

Safe Harbor Statement

This Current Report on Form 1-U contains forward-looking statements within the meaning of the federal securities laws. You can identify these forward-looking statements by the use of words such as “outlook,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “could,” “seeks,” “projects,” “predicts,” “intends,” “plans,” “estimates,” “anticipates” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks and uncertainties, including those described under the section entitled “Risk Factors” in the Company’s Offering Circular, as such factors may be updated from time to time in our periodic filings and Offering Circular supplements filed with the SEC, which are accessible on the SEC’s website at www.sec.gov. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in our filings with the SEC. The Company undertakes no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law.

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Hightimes Holding Corp.
a Delaware corporation

By: */s/ Adam E. Levin*
Name: Adam E. Levin
Its: Chief Executive Officer
Date: March 30, 2018

Exhibits to Form 1-U

Index to Exhibits

Exhibit No.	Description
3.1	Selling Agent Agreement, dated March 22, 2018, between Hightimes Holding Corp. and NMS Capital Advisors, LLC.
6.1	Asset Purchase Agreement, dated March 28, 2018, between Trans-High Corporation, High Times Holding Corp., Green Rush Daily, LLC and Scott McGregor.
6.2	Amended and Restated Employment Agreement, dated March 28, 2018, between Trans-High Corporation and Scott McGregor.

Exhibit 3.1

SELLING AGENT AGREEMENT

NMS Capital Advisors, LLC.
433 North Camden Drive, 4th Floor
Beverly Hills, CA 90210

March 22, 2018

Gentlemen:

This letter (this "Agreement") constitutes the agreement between Hightimes Holding Corp., a Delaware corporation (the "Company") and NMS Capital Advisors, LLC. ("NMS Capital" or the "Selling Agent") pursuant to which NMS Capital shall serve as the managing selling agent for the Company, on a "best efforts" basis, in connection with the proposed offer and placement (the "Offering") by the Company of its Securities (as defined Section 3 of this Agreement). The Company expressly acknowledges and agrees that NMS Capital's obligations hereunder are on a "best efforts" basis only and that the execution of this Agreement does not constitute a commitment by NMS Capital to purchase or sell any shares of Class A Common Stock of the Company (the " Securities") and does not ensure the successful placement of the Securities or any portion thereof or the success of NMS Capital placing the Securities.

1. Appointment of NMS Capital as Selling Agent.

On the basis of the representations, warranties, covenants and agreements of the Company herein contained, and subject to all the terms and conditions of this Agreement, the Company hereby appoints NMS Capital as its managing Selling Agent in connection with a distribution of its Securities to be offered and sold by the Company pursuant to an offering circular filed under the Securities Act of 1933, as amended (the "Securities Act") on Form 1-A (File No. 024-10794), and NMS Capital agrees to act as the Company's managing Selling Agent.

Pursuant to this appointment, the Selling Agent's sole obligation shall be to process indications of interest forwarded to the Selling Agent or any sub-selling agents for the purchase of all or part of the Securities of the Company in the proposed Offering. Until the final closing or earlier upon termination of this Agreement pursuant to Section 5 hereof, the Company shall not, without the prior written consent of the Selling Agent, solicit or accept offers to purchase the Securities other than through the Selling Agent. The Company acknowledges that the Selling Agent will act as an agent of the Company and use its "best efforts" to process offers to purchase the Securities from the Company on the terms, and subject to the conditions, set forth in the Offering Circular (as defined below). The Selling Agent shall use commercially reasonable efforts to assist the Company in obtaining performance by each Purchaser whose offer to purchase Securities has been processed by the Selling Agent, but the Selling Agent shall not, except as otherwise provided in this Agreement, have any liability to the Company in the event any such purchase is not consummated for any reason.

Under no circumstances will the Selling Agent be obligated to underwrite or purchase any Securities for its own account and, in processing purchases of the Securities, the Selling Agent shall act solely as an agent of the Company. The services provided by the Selling Agent pursuant to this Agreement shall be on an "agency" basis and not on a "principal" basis.

The Company shall have the sole right to accept offers to purchase Securities and may reject any such offer, in whole or in part. The Selling Agent may retain other brokers or dealers to act as sub-agents on its behalf in connection with the Offering and may pay any sub-agent a fee with respect to any Securities placed by it. The Company and Selling Agent shall negotiate the timing and terms of the Offering and acknowledge that the Offering and the provision of Selling Agent services related to the Offering are subject to market conditions and the receipt of all required related clearances and approvals.

2. Fees; Expenses; Other Arrangements.

A. Selling Agent's Fee. As compensation for services rendered, the Company shall pay to the Selling Agent in cash by wire transfer in immediately available funds to an account or accounts designated by the Selling Agent an amount equal to three percent (3.0%) of the aggregate gross proceeds received by the Company from the sale of the Securities, at the closing(s) (the "Closing" and the date on which each Closing occurs, the "Closing Date"). Notwithstanding the foregoing, in the event that the Selling Agent shall elect, in the exercise of its sole discretion, to offer and sell the Securities in the Offering to its clients or customers (the "Direct Sales"), then and in such event, the Selling Agent shall be entitled to receive a commission equal to seven percent (7%) of the aggregate gross proceeds received by the Company with respect only to such Direct Sales.

B. Offering Expenses. The Company will be responsible for and will pay all expenses relating to the Offering, including, without limitation, (a) all filing fees and expenses relating to the qualification of the Securities with the SEC; (b) all Financial Industry Regulatory Authority, Inc. ("FINRA") filing fees; (c) all fees and expenses relating to the listing of the Company's common stock on the OTCQB, OTCQX, Nasdaq Stock Market, NYSE American, or other market; (d) the costs of all mailing and printing of the Offering documents; (e) transfer and/or stamp taxes, if any, payable upon the transfer of Securities from the Company to Investors; (f) the fees and expenses of the Company's attorneys and accountants; (g) background check expenses, "road show" expenses, diligence expenses, and (h) legal fees (if any) of NMS Capital's counsel. In the event that the Offering is terminated, the Company agrees to reimburse the Selling Agent to the extent required by Section 5 hereof.

3. Description of the Offering.

The Company's Form 1-A and related Offering Circular (the "Offering Circular") was filed pursuant to Regulation A of Section 3(6) of the Securities Act. The Offering Circular was qualified by the United States Securities and Exchange SEC ("SEC") on March 12, 2018. The Securities will be offered by the Company and its management and no commissions or other compensation will be paid to members of Company management in connection with the Offering. The Securities to be offered by the Company directly to various investors (each, an "Investor" or "Purchaser" and, collectively, the "Investors" or the "Purchasers") in the Offering shall consist of up to 4,545,454 shares of the Company's Class A common stock ("Common Stock" or "Shares" or "Securities"). The purchase price for one Share shall be $11.00 per Share (the "Share Purchase Price").

If the Company shall default in its obligations to deliver Securities to a Purchaser whose offer it has accepted and who has tendered payment, the Company shall indemnify and hold the Selling Agent harmless against any loss, claim, damage or expense arising from or as a result of such default by the Company under this Agreement.

4. Delivery and Payment; Closing.

Settlement of the Securities purchased by an Investor shall be made as set forth in the Subscription Agreement to be entered into between the Company and each Investor. Each Closing shall occur at such place as shall be agreed upon by the Selling Agent and the Company. In the absence of an agreement to the contrary, each Closing shall take place at the offices of the Selling Agent, at 433 North Camden Drive, 4th Floor, Beverly Hills, CA 90210. Deliveries of the documents with respect to the purchase of the Securities, if any, shall be made at the offices of the Selling Agent on each Closing Date. All actions taken at a Closing shall be deemed to have occurred simultaneously.

5. Term and Termination of Agreement.

The term of this Agreement will commence upon the execution of this Agreement and will terminate upon the final Closing of the Offering. Notwithstanding anything to the contrary contained herein, any provision in this Agreement concerning or relating to confidentiality, indemnification, contribution, advancement, the Company's representations and warranties and the Company's obligations to pay fees and reimburse expenses will survive any expiration or termination of this Agreement. If any condition specified in Section 8 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Selling Agent by notice to the Company at any time on or prior to a Closing Date, which termination shall be without liability on the part of any party to any other party, except that those portions of this Agreement specified in Section 19 shall at all times be effective and shall survive such termination. Notwithstanding anything to the contrary in this Agreement, in the event that this Agreement shall not be carried out for any reason whatsoever, within the time specified herein or any extensions thereof pursuant to the terms herein, the Company shall be obligated to pay to the Selling Agent the expenses provided for in Section 2.B. above and upon demand the Company shall pay the full amount thereof to the Selling Agent.

6. Permitted Acts.

Nothing in this Agreement shall be construed to limit the ability of the Selling Agent, its officers, directors, employees, agents, associated persons and any individual or entity "controlling," "controlled by," or "under common control" with the Selling Agent (as those terms are defined in Rule 405 under the Securities Act) to conduct its business including without limitation the ability to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationship with any individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

7. Representations, Warranties and Covenants of the Company.

As of the date and time of the execution of this Agreement, the Closing Date and the Initial Sale Time (as defined herein), the Company represents, warrants and covenants to the Selling Agent, other than as disclosed in any of its filings with the SEC that:

A. Offering Circular Matters.

i. The Offering Circular has been qualified under the Securities Act by the SEC. The "Offering Circular," as of any time, means such offering circular as amended by any post-qualification amendments thereto, including the exhibits and any schedules thereto at such time. "Final Offering Circular" means the final offering circular relating to the public offering of the Securities as filed with and qualified by the SEC on March 12, 2018 pursuant to Regulation A of the Securities Act Regulations.

ii. The term "Disclosure Package" means (i) the Final Offering Circular, (ii) the Company's Form 1-U Current Report filed with the SEC on March 31, 2018, and (iii) the Company's Form 1-K Annual Report, including the audited consolidated financial statements of the Company as at December 31, 2017 and for the fiscal year then ended (the "Form 1-K") to be filed with the SEC on or before April 12, 2018.

iii. Prior to qualification of the Offering by the SEC, the Company did not engage in any "Testing-the-Waters Communication." The term "Testing-the-Waters Communication" means any video or written communication with potential investors undertaken in reliance on Rule 255 of Securities Act Regulations.

iv. The Final Offering Circular and any further amendments or supplements to the Final Offering Circular will, when they are filed with the SEC, as the case may be, comply, in all material respects, with the requirements of the Securities Act and the rules and regulations promulgated under the Securities Act (the "Securities Act Regulations").

v. The issuance by the Company of the Securities has been qualified under the Securities Act. The Securities will be issued pursuant to the Offering Circular and each of the Securities will be freely transferable and freely tradable by each of the Investors without restriction, unless otherwise restricted by applicable law or regulation.

vi. Each of the Offering Circular and any post-qualification amendment thereto, at the time it became qualified, complied in all material respects with the requirements of the Securities Act and the Securities Act Regulations. The Final Offering Circular, complies, in all material respects with the requirements of the Securities Act and the Securities Act Regulations. The Final Offering Circular delivered to the Selling Agent for use in connection with this Offering will be identical to the electronically transmitted copies thereof filed with the SEC pursuant to EDGAR, except to the extent permitted by Regulation S-T.

vii. Neither the company nor the Selling Agent will commence the Offering until this Agreement and the compensation of the Selling Agent hereunder has been approved by the Financial Institute Regulatory Authority ("FINRA").

viii. Neither the Offering Circular nor any amendment thereto, at its qualification time, as of 4:30 p.m. (Eastern time) on the date that FINRA shall approve this Agreement (the " Initial Sale Time"), and at each Closing Date, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to statements made or statements omitted in reliance upon and in conformity with written information furnished to the Company with respect to the Selling Agent by the Selling Agent expressly for use in the Offering Circular or any amendment thereof. The parties acknowledge and agree that such information provided by or on behalf of any Selling Agent consists solely of the following disclosure contained in the following paragraphs in the "Plan of Distribution" section of the most recent Preliminary Offering Circular: (i) the name of the Selling Agent, and (ii) the information under the subsection "Selling Agents" (the "Selling Agent's Information").

ix. The Disclosure Package, as of the Initial Sale Time and at each Closing Date, did not, does not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

x. The agreements and documents described in the Final Offering Circular, the Disclosure Package and the Final Offering Circular conform in all material respects to the descriptions thereof contained therein and there are no agreements or other documents required by the Securities Act and the Securities Act Regulations to be described in the Disclosure Package and the Final Offering Circular or to be filed with the SEC as exhibits to the Offering Circular, that have not been so described or filed. Each agreement or other instrument (however characterized or described) to which the Company is a party or by which it is or may be bound or affected and (i) that is referred to in the Disclosure Package and the Final Offering Circular, and (ii) is material to the Company's business, has been duly authorized and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company and, to the Company's knowledge, the other parties thereto, in accordance with its terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. None of such agreements or instruments has been assigned by the Company, and neither the Company nor, to the Company's knowledge, any other party is in default thereunder and, to the Company's knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder, except as disclosed in the Disclosure Package and the Final Offering Circular. To the Company's knowledge, performance by the Company of the material provisions of such agreements or instruments will not result in a violation of any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its assets or businesses (each, a "Governmental Entity"), including, without limitation, those relating to environmental laws and regulations.

xi. The disclosures in the Disclosure Package and the Final Offering Circular concerning the effects of federal, state, local and all foreign regulation on the Offering and the Company's business as currently contemplated are correct in all material respects and no other such regulations are required to be disclosed in the Disclosure Package and the Final Offering Circular which are not so disclosed.

xii. Subsequent to the respective dates as of which information is given in the Disclosure Package and the Final Offering Circular, and except as may otherwise be indicated or contemplated herein or disclosed in the Disclosure Package and the Final Offering Circular, the Company has not: (i) issued any securities (other than (i) grants under any stock compensation plan and (ii) shares of common stock issued upon exercise or conversion of option, warrants or convertible securities described in the Disclosure Package and the Final Offering Circular or incurred any liability or obligation, direct or contingent, for borrowed money; or (ii) declared or paid any dividend or made any other distribution on or in respect to its capital stock.

xiii. No Material Adverse Change. Since the respective dates as of which information is given in the Disclosure Package and the Final Offering Circular, except as otherwise specifically stated therein: (i) there has been no material adverse change in the financial position or results of operations of the Company, nor any change or development that, singularly or in the aggregate, would involve a material adverse change or a prospective material adverse change, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company (a "Material Adverse Change"); (ii) there have been no material transactions entered into by the Company, other than as contemplated pursuant to this Agreement; and (iii) no officer or director of the Company has resigned from any position with the Company.

B. Subsidiaries. The Company subsidiaries have been disclosed in the Final Offering Circular.

C. No Stop Orders, etc. Neither the SEC nor, to the Company's knowledge, any state regulatory authority has issued any order preventing or suspending the use of the Final Offering Circular or has instituted or, to the Company's knowledge, threatened to institute, any proceedings with respect to such an order. The Company has complied with each request (if any) from the SEC for additional information.

D. Independent Accountants. To the knowledge of the Company, RBSM, LLP, an independent registered public accounting firm, during such time as it was engaged by the Company (the "Auditors"), is an independent registered public accounting firm as required by the Securities Act and the Securities Act Regulations and the Public Company Accounting Oversight Board. During such time period in which the Auditors served as the Company's independent registered public accounting firm the Auditors did not or have not, during the periods covered by the financial statements included in the Disclosure Package and the Final Offering Circular, provided to the Company any non-audit services, as such term is used in Section 10A(g) of the Exchange Act.

E. Financial Statements, etc. The financial statements, including the notes thereto, of the Company included in the Final Offering Circular and in the Disclosure Package comply, and will comply, in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. Except as disclosed in the Final Offering Circular, since September 30, 2017, (a) the Company has not incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (b) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock, and (c) there has not been any Material Adverse Change in the Company's long-term or short-term debt.

F. Authorized Capital; Options, etc. The Company had, at the date indicated in the Final Offering Circular, the duly authorized, issued and outstanding capitalization as set forth therein. Based on the assumptions stated in the Disclosure Package and the Final Offering Circular, the Company will have on the Closing Date the adjusted and fully-diluted stock capitalization set forth therein.

G. Valid Issuance of Securities, etc.

i. Outstanding Securities. All issued and outstanding securities of the Company issued prior to the transactions contemplated by this Agreement have been duly authorized and validly issued and are fully paid and non-assessable; the holders thereof have no rights of rescission with respect thereto, and are not subject to personal liability by reason of being such holders; and none of such securities were issued in violation of the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company. The authorized shares of Common Stock, Company preferred stock and other outstanding securities conform in all material respects to all statements relating thereto contained in the Disclosure Package and the Final Offering Circular. The offers and sales of the outstanding shares of Common Stock were at all relevant times either registered under the Securities Act and the applicable state securities or "blue sky" laws or, based in part on the representations and warranties of the purchasers of such shares, exempt from such registration requirements.

ii. Securities Sold Pursuant to this Agreement. The Securities have been duly authorized for issuance and sale and, when issued and paid for, will be validly issued, fully paid and non-assessable; the holders thereof are not and will not be subject to personal liability by reason of being such holders; the Securities and Selling Agent Securities are not and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company; and all corporate action required to be taken for the authorization, issuance and sale of the Securities has been duly and validly taken. The Securities conform in all material respects to all statements with respect thereto contained in the Disclosure Package and the Final Offering Circular.

H. Validity and Binding Effect of Agreements. This Agreement has been duly and validly authorized by the Company, and, when executed and delivered, will constitute, the valid and binding agreement of the Company, enforceable against the Company in accordance with its respective terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

I. No Conflicts, etc. The execution, delivery and performance by the Company of this Agreement and all ancillary documents, the consummation by the Company of the transactions herein and therein contemplated and the compliance by the Company with the terms hereof and thereof do not and will not, with or without the giving of notice or the lapse of time or both: (i) result in a material breach of, or conflict with any of the terms and provisions of, or constitute a material default under, or result in the creation, modification, termination or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to the terms of any agreement or instrument to which the Company is a party; or (ii) result in any violation of the provisions of the Company's Certificate of Incorporation (as the same may be amended or restated from time to time, the "Charter") or the by-laws of the Company (as the same may be amended or restated from time to time, the "Bylaws").

J. Regulatory. Except as described in the Disclosure Package and the Final Offering Circular or as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change, neither the Company nor any subsidiary: (i) has received notice from the United States Department of Justice that the activities of the Company, including its "Cannabis Cup Events," violate the federal Controlled Substance Act ("CSA"), or (ii) received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity or third party alleging that any product, operation or activity is in violation of any Applicable Laws. The Company does not cultivate, extract or sell cannabis or other cannabis products. The Company possesses all licenses, certificates, approvals, clearances, consents, authorizations, qualifications, registrations, permits, and supplements or amendments thereto required by any such Applicable Laws and/or to carry on its businesses as now conducted ("Authorizations") and such Authorizations are valid and in full force and effect and the Company is not in material violation of any term of any such Authorizations; Neither the Company nor, to the Company's knowledge, any of its directors, officers, employees or agents has been convicted of any crime under any Applicable Laws.

K. Litigation; Governmental Proceedings. There is no material action, suit, proceeding, inquiry, arbitration, investigation, litigation or governmental proceeding pending or, to the Company's knowledge, threatened against, or involving the Company or, to the Company's knowledge, any executive officer or director.

L. Good Standing. The Company has been duly organized and is validly existing as a corporation and is in good standing under the laws of the State of Delaware as of the date hereof, and is duly qualified to do business and is in good standing in each other jurisdiction in which its ownership or lease of property or the conduct of business requires such qualification, except where the failure to qualify, singularly or in the aggregate, would not have or reasonably be expected to result in a Material Adverse Change.

M. Transactions Affecting Disclosure to FINRA.

iii. Finder's Fees. There are no claims, payments, arrangements, agreements or understandings relating to the payment of a finder's, consulting or origination fee by the Company or any executive officer or director of the Company (each an, "Insider") with respect to the sale of the Securities hereunder or any other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its stockholders that may affect the Selling Agent's compensation, as determined by FINRA.

iv. Payments Within Twelve (12) Months. Except as described in the Final Offering Circular, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) any FINRA member; or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member, within the twelve (12) months prior to the date hereof.

v. Use of Proceeds. None of the net proceeds of the Offering will be paid by the Company to any participating FINRA member or its affiliates, except as specifically authorized herein.

vi. FINRA Affiliation. Neither the Company nor any of its respective affiliates, officers, directors or, to the Company's knowledge, any beneficial owner of 5% or more of the Company's equity securities, (i) is required to register as a "broker" or "dealer" in accordance with the provisions of the Securities Exchange Act of 1934, as amended or the rules and regulations thereunder, or (ii) has any direct or indirect affiliation or association with any member firm of FINRA (as determined in accordance with the rules and regulations of FINRA).

vii. Information. To the Company's knowledge, all information provided by the Company's officers and directors in their FINRA Questionnaires to counsel to the Selling Agent specifically for use by counsel to the Selling Agent in connection with its Public Offering System filings (and related disclosure) with FINRA is true, correct and complete in all material respects.

N. Foreign Corrupt Practices Act. Neither the Company nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any other person acting on behalf of the Company, has, directly or indirectly, given or agreed to give any money, gift or similar benefit (other than legal price concessions to customers in the ordinary course of business) to any customer, supplier, employee or agent of a customer or supplier, or official or employee of any Governmental Entity or any political party or candidate for office (domestic or foreign) or other person who was, is, or may be in a position to help or hinder the business of the Company (or assist it in connection with any actual or proposed transaction) that (i) might subject the Company to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) if not given in the past, might have had a Material Adverse Change or (iii) if not continued in the future, might adversely affect the assets, business, operations or prospects of the Company. The Company has taken reasonable steps to ensure that its accounting controls and procedures are sufficient to cause the Company to comply in all material respects with the Foreign Corrupt Practices Act of 1977, as amended.

O. Compliance with OFAC. Neither of the Company nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any other person acting on behalf of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and the Company will not, directly or indirectly, use the proceeds of the Offering hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

P. Money Laundering Laws. The operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any Governmental Entity involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

Q. Related Party Transactions. There are no business relationships or related party transactions involving the Company or any other person required to be described in the Disclosure Package and the Final Offering Circular that have not been described as required.

R. No Investment Company Status. The Company is not and, after giving effect to the Offering and the application of the proceeds thereof as described in the Disclosure Package and the Final Offering Circular, will not be, required to register as an "investment company," as defined in the Investment Company Act of 1940, as amended.

S. No Labor Disputes. No material labor dispute with the employees of the Company exists or, to the knowledge of the Company, is imminent.

T. Intellectual Property Rights. To the Company's knowledge, the Company has, or can acquire on reasonable terms, ownership of and/or license to, or otherwise has the right to use, all inventions, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), patents and patent rights trademarks, service marks and trade names, copyrights, (collectively "Intellectual Property") material to carrying on its business as described in the Prospectus. The Company has not received any correspondence relating to (A) infringement or misappropriation of, or conflict with, any Intellectual Property of a third party; (B) asserted rights of others with respect to any Intellectual Property of the Company; or (C) assertions that any Intellectual Property of the Company is invalid or otherwise inadequate to protect the interest of the Company, that in each case (if the subject of any unfavorable decision, ruling or finding), individually or in the aggregate, would have or would reasonably be expected to have a Material Adverse Change. There are no third parties who have been able to establish any material rights to any Intellectual Property, except for the retained rights of the owners or licensors of any Intellectual Property that is licensed to the Company. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others: (A) challenging the validity, enforceability or scope of any Intellectual Property of the Company or (B) challenging the Company's rights in or to any Intellectual Property or (C) that the Company materially infringes, misappropriates or otherwise violates or conflicts with any Intellectual Property or other proprietary rights of others. The Company has complied in all material respects with the terms of each agreement described in the Disclosure Package and the Final Offering Circular pursuant to which any Intellectual Property is licensed to the Company, and all such agreements related to products currently made or sold by the Company, or to product candidates currently under development, are in full force and effect.

U. Taxes. The Company has filed all returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof. The Company has paid all taxes (as hereinafter defined) shown as due on such returns that were filed and has paid all taxes imposed on or assessed against the Company, except for such exceptions as could not be expected, individually or in the aggregate, to have a Material Adverse Change. The provisions for taxes payable, if any, shown on the financial statements filed with or as part of the Offering Circular are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. Except as disclosed in writing to the Selling Agent, (i) no issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company, and (ii) no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company. The term "taxes" mean all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto. The term "returns" means all returns, declarations, reports, statements and other documents required to be filed in respect to taxes.

V. Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Disclosure Package and the Final Offering Circular has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

W. Margin Securities. The Company owns no “margin securities” as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), and none of the proceeds of Offering will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the shares of Common Stock to be considered a “purpose credit” within the meanings of Regulation T, U or X of the Federal Reserve Board.

X. Integration. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the Offering to be integrated with prior offerings by the Company for purposes of the Securities Act that would require the registration of any such securities under the Securities Act.

Y. Confidentiality and Non-Competition. To the Company’s knowledge, no director, officer, key employee or consultant of the Company is subject to any confidentiality, nondisclosure, non-competition agreement or non-solicitation agreement with any employer or prior employer that could reasonably be expected to materially affect his ability to be and act in his respective capacity of the Company or be expected to result in a Material Adverse Change.

8. Conditions of the Obligations of the Selling Agent.

The obligations of the Selling Agent hereunder shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 7 hereof, in each case as of the date hereof and as of each Closing Date as though then made, to the timely performance by each of the Company of its covenants and other obligations hereunder on and as of such dates, and to each of the following additional conditions:

A. Regulatory Matters.

i. The Company has filed with the SEC the Final Offering Circular, subject to the prior approval of the Selling Agent, pursuant to Rule 253 of Regulation A.

ii. The Company will not, during such period as the Final Offering Circular would be required by law to be delivered in connection with sales of the Shares in the Offering (whether physically or through compliance with Rules 251 and 254 under the Securities Act or any similar rule(s)), file any amendment or supplement to the Offering Circular or the Final Offering Circular unless a copy thereof shall first have been submitted to the Selling Agent within a reasonable period of time prior to the filing thereof and the Selling Agent shall not have reasonably objected thereto in good faith.

iii. The Company will notify the Selling Agent promptly, and will, if requested, confirm such notification in writing: (1) when any amendment to the Offering Circular is filed; (2) of any request by the SEC for any amendments to the Offering Circular or any amendment or supplements to the Final Offering Circular or for additional information; (3) of the issuance by the SEC of any stop order preventing or suspending the qualification of the Offering Circular or the Final Offering Circular, or the initiation of any proceedings for that purpose or the threat thereof; (4) of becoming aware of the occurrence of any event that in the judgment of the Company makes any statement made in the Offering Circular, the Preliminary Offering Circular, or the Final Offering Circular untrue in any material respect or that requires the making of any changes in the Offering Circular, the Preliminary Offering Circular, or the Final Offering Circular in order to make the statements therein, in light of the circumstances in which they are made, not misleading; and (5) of receipt by the Company of any notification with respect to any suspension of the qualification or exemption from registration of the Shares for offer and sale in any jurisdiction. If at any time the SEC shall issue any order suspending the qualification of the Offering Circular in connection with the offering contemplated hereby or in connection with sales of Common Stock pursuant to market making activities by the Selling Agent, the Company will make every reasonable effort to obtain the withdrawal of any such order at the earliest possible moment. If the Company has omitted any information from the Offering Circular, it will use its best efforts to comply with the provisions of and make all requisite filings with the SEC pursuant to Regulation A, the Securities Act and the Rules and Regulations and to notify the Selling Agent promptly of all such filings.

iv. If at any time following the distribution of any Testing-the-Waters Communication there occurred or occurs an event or development as a result of which such Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company has or will promptly notify the Selling Agent in writing and has or will promptly amend or supplement, at its own expense, such Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

v. The Company will not at any time, directly or indirectly, take any action intended, or which might reasonably be expected, to cause or result in, or which will constitute, stabilization of the price of the Shares to facilitate the sale or resale of any of the Shares.

vi. On or before the Closing Date of this Agreement, the Selling Agent shall have received clearance from FINRA as to the amount of compensation allowable or payable to the Selling Agent as described in the Offering Circular.

B. Officers' Certificates.

i. Officers' Certificate. The Company shall have furnished to the Selling Agent a certificate, dated the Closing Date, of its Chief Executive Officer and its Chief Financial Officer stating that (i) such officers have carefully examined the Disclosure Package and the Final Offering Circular, and, in their opinion, the Offering Circular and each amendment thereto, as of the Initial Sale Time and through such Closing Date did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) since September 30, 2017, no event has occurred which should have been set forth in a supplement or amendment to the Disclosure Package or the Final Offering Circular that was not included in the Disclosure Package and the Final Offering Circular, (iii) to their knowledge, as of such Closing Date, the representations and warranties of the Company in this Agreement are true and correct in all material respects, and the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and (iv) there has not been, subsequent to the date of the most recent audited financial statements included in the Disclosure Package, any Material Adverse Change in the financial position or results of operations of the Company, or its business, assets or prospects, except as set forth in the Disclosure Package and Final Offering Circular.

ii. Secretary's Certificate. As of each Closing Date the Selling Agent shall have received a certificate of the Company signed by the Secretary of the Company, dated the Closing Date, certifying: (i) that each of the Company's Charter and Bylaws is true and complete, has not been modified and is in full force and effect; (ii) that the resolutions of the Company's Board of Directors relating to the Offering are in full force and effect and have not been modified; and (iii) the good standing of the Company and any subsidiaries. The documents referred to in such certificate shall be attached to such certificate.

C. Conflict Waiver Letter. Each of the Company and the Selling Agent have been represented on various occasions by CKR Law, LLP. Although the Selling Agent will engage separate counsel to review this Agreement, , prior to the Initial Sale Time each of the Company and the Selling Agreement shall execute and deliver to CKR Law, LLP, the conflict waiver letter in the form of Exhibit A annexed hereto (the "Conflict Waiver Letter").

9. Indemnification and Contribution; Procedures.

A. Indemnification of the Selling Agent. The Company agrees to indemnify and hold harmless the Selling Agent, its affiliates and each person controlling such Selling Agent (within the meaning of Section 15 of the Securities Act), and the directors, officers, agents and employees of the Selling Agent, its affiliates and each such controlling person (the Selling Agent, and each such entity or person hereafter is referred to as an "Indemnified Person") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, the "Liabilities"), and shall reimburse each Indemnified Person for all fees and expenses (including the reasonable fees and expenses of counsel for the Indemnified Persons, except as otherwise expressly provided in this Agreement) (collectively, the "Expenses") and agrees to advance payment of such Expenses as they are incurred by an Indemnified Person in investigating, preparing, pursuing or defending any actions, whether or not any Indemnified Person is a party thereto, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in (i) the Disclosure Package and the Final Offering Circular, including in any Testing-the-Waters Communication (as from time to time each may be amended and supplemented); (ii) any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the Offering, including any "road show" or investor presentations made to investors by the Company (whether in person or electronically); or (iii) any application or other document or written communication (in this Section 9, collectively called "application") executed by the Company or based upon written information furnished by the Company in any jurisdiction in order to qualify the Securities under the securities laws thereof or filed with the SEC, any state securities commission or agency, any national securities exchange; or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such statement or omission was made in reliance upon, and in conformity with, the Selling Agent's information or is found by a court to have resulted from gross negligence, bad faith or willful misconduct of the Indemnified Person. The Company also agrees to reimburse each Indemnified Person for all Expenses as they are incurred in connection with such Indemnified Person's enforcement of his or its rights under this Agreement.

B. Procedure. Upon receipt by an Indemnified Person of actual notice of an action against such Indemnified Person with respect to which indemnity may reasonably be expected to be sought under this Agreement, such Indemnified Person shall promptly notify the Company in writing; provided that failure by any Indemnified Person so to notify the Company shall not relieve the Company from any obligation or liability which the Company may have on account of this Section 9 or otherwise to such Indemnified Person, except to the extent (and only to the extent) that its ability to assume the defense is actually impaired by such failure or delay. The Company shall, if requested by the Selling Agent, assume the defense of any such action (including the employment of counsel and reasonably satisfactory to the Selling Agent). Any Indemnified Person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (i) the Company has failed promptly to assume the defense and employ counsel for the benefit of the Selling Agent and the other Indemnified Persons or (ii) such Indemnified Person shall have been advised that in the opinion of counsel that there is an actual or potential conflict of interest that prevents (or makes it imprudent for) the counsel engaged by the Company for the purpose of representing the Indemnified Person, to represent both such Indemnified Person and any other person represented or proposed to be represented by such counsel, it being understood, however, that the Company shall not be liable for the expenses of more than one separate counsel (together with local counsel), representing the Selling Agent and all Indemnified persons who are parties to such action. The Company shall not be liable for any settlement of any action effected without its written consent (which shall not be unreasonably withheld). In addition, the Company shall not, without the prior written consent of the Selling Agent, settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action in respect of which advancement, reimbursement, indemnification or contribution may be sought hereunder (whether or not such Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnified Person, acceptable to such Indemnified Party, from all Liabilities arising out of such action for which indemnification or contribution may be sought hereunder and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Person. The advancement, reimbursement, indemnification and contribution obligations of the Company required hereby shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as every Liability and Expense is incurred and is due and payable, and in such amounts as fully satisfy each and every Liability and Expense as it is incurred (and in no event later than 30 days following the date of any invoice therefor).

C. Indemnification of the Company. The Selling Agent agrees to indemnify and hold harmless the Company, its directors, its officers who signed the Offering Circular and persons who control the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all Liabilities, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions made in the Disclosure Package and the Final Offering Circular or any amendment or supplement thereto, in reliance upon, and in strict conformity with, the Selling Agent’s Information. In case any action shall be brought against the Company or any other person so indemnified based on the Disclosure Package and the Final Offering Circular or any amendment or supplement thereto, and in respect of which indemnity may be sought against the Selling Agent, the Selling Agent shall have the rights and duties given to the Company, and the Company and each other person so indemnified shall have the rights and duties given to the Selling Agent by the provisions of Section 9.B. The Company agrees promptly to notify the Selling Agent of the commencement of any litigation or proceedings against the Company or any of its officers, directors or any person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, in connection with the issuance and sale of the Securities or in connection with the Disclosure Package and the Final Offering Circular, provided, that failure by the Company so to notify the Selling Agent shall not relieve the Selling Agent from any obligation or liability which the Selling Agent may have on account of this Section 9.C. or otherwise to the Company, except to the extent the Selling Agent is materially prejudiced as a proximate result of such failure.

D. Contribution. In the event that a court of competent jurisdiction makes a finding that indemnity is unavailable to any indemnified person, then each indemnifying party shall contribute to the Liabilities and Expenses paid or payable by such indemnified person in such proportion as is appropriate to reflect (i) the relative benefits to the Company, on the one hand, and to the Selling Agent and any other Indemnified Person, on the other hand, of the matters contemplated by this Agreement or (ii) if the allocation provided by the immediately preceding clause is not permitted by applicable law, not only such relative benefits but also the relative fault of the Company, on the one hand, and the Selling Agent and any other Indemnified Person, on the other hand, in connection with the matters as to which such Liabilities or Expenses relate, as well as any other relevant equitable considerations; provided that in no event shall the Company contribute less than the amount necessary to ensure that all Indemnified Persons, in the aggregate, are not liable for any Liabilities and Expenses in excess of the amount of commissions actually received by the Selling Agent pursuant to this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Selling Agent on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Selling Agent agree that it would not be just and equitable if contributions pursuant to this subsection (D) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (D). For purposes of this paragraph, the relative benefits to the Company, on the one hand, and to the Selling Agent on the other hand, of the matters contemplated by this Agreement shall be deemed to be in the same proportion as: (a) the total value received by the Company in the Offering, whether or not such Offering is consummated, bears to (b) the commissions paid to the Selling Agent under this Agreement. Notwithstanding the above, no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from a party who was not guilty of fraudulent misrepresentation.

E. Limitation. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to this Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with any such advice, services or transactions, except to the extent that a court of competent jurisdiction has made a finding that Liabilities (and related Expenses) of the Company have resulted primarily from such Indemnified Person's gross negligence or willful misconduct in connection with any such advice, actions, inactions or services.

F. Survival. The advancement, reimbursement, indemnity and contribution obligations set forth in this Section 9 shall remain in full force and effect regardless of any termination of, or the completion of any Indemnified Person's services under or in connection with, this Agreement.

10. Limitation of Engagement to the Company.

The Company acknowledges that NMS Capital has been retained only by the Company, that NMS Capital is providing services hereunder as an independent contractor (and not in any fiduciary or agency capacity) and that the Company's engagement of NMS Capital is not deemed to be on behalf of, and is not intended to confer rights upon, any shareholder, owner or partner of the Company or any other person not a party hereto as against NMS Capital or any of its affiliates, or any of its or their respective officers, directors, controlling persons (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), employees or agents. Unless otherwise expressly agreed in writing by NMS Capital, no one other than the Company is authorized to rely upon any statement or conduct of NMS Capital in connection with this Agreement. The Company acknowledges that any recommendation or advice, written or oral, given by NMS Capital to the Company in connection with NMS Capital's engagement is intended solely for the benefit and use of the Company's management and directors in considering a possible Offering, and any such recommendation or advice is not on behalf of, and shall not confer any rights or remedies upon, any other person or be used or relied upon for any other purpose. NMS Capital shall not have the authority to make any commitment binding on the Company. The Company, in its sole discretion, shall have the right to reject any investor introduced to it by NMS Capital. If any purchase agreement and/or related transaction documents are entered into between the Company and the investors in the Offering, NMS Capital will be entitled to rely on the representations, warranties, agreements and covenants of the Company contained in any such purchase agreement and related transaction documents as if such representations, warranties, agreements and covenants were made directly to NMS Capital by the Company.

11. Amendments and Waivers.

No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The failure of a party to exercise any right or remedy shall not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver be deemed or constitute a continuing waiver unless otherwise expressly provided.

12. Confidentiality.

In the event of the consummation or public announcement of any Offering, NMS Capital shall have the right to disclose its participation in such Offering, including, without limitation, the placement at its cost of "tombstone" advertisements in financial and other newspapers and journals. NMS Capital agrees not to use any confidential information concerning the Company provided to NMS Capital by the Company for any purposes other than those contemplated under this Agreement.

13. Headings.

The headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be part of this Agreement.

14. Counterparts.

This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

15. Severability.

In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

16. Use of Information.

The Company will furnish NMS Capital such written information as NMS Capital reasonably requests in connection with the performance of its services hereunder. The Company understands, acknowledges and agrees that, in performing its services hereunder, NMS Capital will use and rely entirely upon such information as well as publicly available information regarding the Company and other potential parties to an Offering and that NMS Capital does not assume responsibility for independent verification of the accuracy or completeness of any information, whether publicly available or otherwise furnished to it, concerning the Company or otherwise relevant to an Offering, including, without limitation, any financial information, forecasts or projections considered by NMS Capital in connection with the provision of its services.

---

17. Absence of Fiduciary Relationship.

The Company acknowledges and agrees that: (a) the Selling Agent has been retained solely to act as Selling Agent in connection with the sale of the Securities and that no fiduciary, advisory or agency relationship between the Company and the Selling Agent has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether the Selling Agent has advised or is advising the Company on other matters; (b) the Securities Purchase Price and other terms of the Securities set forth in this Agreement were established by the Company following discussions and arms-length negotiations with the Selling Agent and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (c) it has been advised that the Selling Agent and its affiliates are engaged in a broad range of transactions that may involve interests that differ from those of the Company and that the Selling Agent has no obligation to disclose such interest and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and (d) it has been advised that the Selling Agent is acting, in respect of the transactions contemplated by this Agreement, solely for the benefit of the Selling Agent, and not on behalf of the Company and that the Selling Agents may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Selling Agent arising from an alleged breach of fiduciary duty in connection with the Offering.

18. Survival Of Indemnities, Representations, Warranties, Etc .

The respective indemnities, covenants, agreements, representations, warranties and other statements of the Company and Selling Agent, as set forth in this Agreement or made by them respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation made by or on behalf of the Selling Agent, the Company, the Purchasers or any person controlling any of them and shall survive delivery of and payment for the Securities. Notwithstanding any termination of this Agreement, including without limitation any termination pursuant to Section 5, the payment, reimbursement, indemnity, contribution and advancement agreements contained in Sections 2, 9, 10, and 11, respectively, and the Company's covenants, representations, and warranties set forth in this Agreement shall not terminate and shall remain in full force and effect at all times. The indemnity and contribution provisions contained in Section 9 and the covenants, warranties and representations of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Selling Agent, any person who controls any Selling Agent within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act or any affiliate of any Selling Agent, or by or on behalf of the Company, its directors or officers or any person who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and (iii) the issuance and delivery of the Securities.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be fully performed therein. Any disputes that arise under this Agreement, even after the termination of this Agreement, will be heard only in the state or federal courts located in the City of Los Angeles, State of California. The parties hereto expressly agree to submit themselves to the jurisdiction of the foregoing courts in the City of Los Angeles, State of California. The parties hereto expressly waive any rights they may have to contest the jurisdiction, venue or authority of any court sitting in the City of Los Angeles, State of California.

20. Notices.

All communications hereunder shall be in writing and shall be mailed or hand delivered and confirmed to the parties hereto as follows:

If to the Company:

Hightimes Holding Corp.
10990 Wilshire Blvd. Penthouse
Los Angeles, CA 90024
Attn: Adam E. Levin, CEO

If to the Selling Agent;

NMS Capital Advisors, LLC
433 North Camden Drive, 4th Floor
Beverly Hills, CA 90210
Attn: Compliance Department

Any party hereto may change the address for receipt of communications by giving written notice to the others.

21. Miscellaneous.

This Agreement shall not be modified or amended except in writing signed by NMS Capital and the Company. This Agreement constitutes the entire agreement of NMS Capital and the Company, and supersedes any prior agreements, with respect to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts (including facsimile or .pdf counterparts), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. Successors.

This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the employees, officers and directors and controlling persons referred to in Section 9 hereof, and to their respective successors, and personal representative, and, except as set forth in Section 9 of this Agreement, no other person will have any right or obligation hereunder.

23. Partial Unenforceability.

The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

[SIGNATURE PAGE TO FOLLOW]

In acknowledgment that the foregoing correctly sets forth the understanding reached by NMS Capital and the Company, and intending to be legally bound, please sign in the space provided below, whereupon this letter shall constitute a binding Agreement as of the date executed.

Very truly yours,

HIGHTIMES HOLDING CORP.

By: /s/ Adam Levin
Name: Adam Levin
Title: Chief Executive Officer

Agreed and accepted as of the date first above written.

NMS CAPITAL ADVISORS, INC.

By: /s/ Trevor M. Saliba
Name: Trevor M. Saliba
Title: Chairman

NMS CAPITAL ADVISORS, INC.

By: /s/ Stacey Lavender Mayes
Name: Stacey Lavender-Mayes
Title: Chief Compliance Officer

Exhibit 6.1

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreemen**t") is made and entered into this 28th day of March 2018 (the "**Effective Date**") by and between **TRANS-HIGH CORPORATION**, a New York corporation ("**TRANS-HIGH**"), and **GREEN RUSH DAILY, LLC**, a Delaware limited liability corporation ("**GREEN RUSH**"); **SCOTT MCGOVERN**, an individual ("**McGovern**") and **HIGHTIMES HOLDING CORP.**, a Delaware corporation ("**HIGHTIMES**" or the "**PARENT**"). TRANS-HIGH, GREEN RUSH, McGovern and HIGHTIMES are sometimes referred to herein separately as a "**Party**" and together as the "**Parties**". Capitalized terms used herein shall have the meanings ascribed to them in ***Article I*** hereof.

RECITALS

WHEREAS, on August 31, 2017 TRANS-HIGH and GREEN RUSH entered into an Online Advertising Sales Representation Agreement (the "**Advertising Sales Agreement**") pursuant to which TRANS-HIGH was to provide certain advertising services to GREEN RUSH; and

WHEREAS, each of TRANS-HIGH and GREEN RUSH desires to terminate and rescind ***ab initio*** the Advertising Sales Agreement; and

WHEREAS, each of the Parties agrees that it would be in their respective best interests and in the interest of **McGovern**, as the sole member of GREEEN RUSH for TRANS-HIGH to acquire certain of the assets of GREEN RUSH, in consideration of the issue of shares of Class A Common Stock of HIGHTIMES, all as described below..

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, for themselves and their respective successors and assigns, hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings, applicable both to the singular and the plural forms of the terms described:

"Advertiser Agreements" means have the meaning defined in Article III, Section (j) of this Agreement.

"Agreement" means this Asset Purchase Agreement, together with the schedules hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York or California are authorized or required by law to close.

"Effective Date" shall mean December 31, 2017.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Purchased Assets" shall have the meaning set forth in Article II, Section (a) of this Agreement.

"Retail Sales" means the sale of Ads for display on the Sites through retail channels.

"Sales Revenues" means the revenues that are derived from Retail Sales and Wholesale Sales.

"Sites" means GREEN RUSH's Web site located at www.greenrushdaily.com, its subdomains, and any other Web sites agreed upon in writing by the parties.

"Wholesale Sales" means the sale of Ads for display on the Sites through wholesale channels.

Internal References. Unless the context indicates otherwise, references to Articles, Sections and paragraphs shall refer to the corresponding articles, sections and paragraphs in this Agreement.

ARTICLE II
PURCHASE AND SALE OF PURCHASED ASSETS; CONSIDERATION

(a) **The Purchased Assets**. Effective as of the Effective Date, GREEN RUSH hereby sells, transfers, conveys and assigns (collectively, "**Transfers**") to TRANS-HIGH, and TRANS-HIGH hereby agrees to purchase, the following assets and properties of GREEN RUSH: (a) the Sites, domain registrations, trademarks, content and other intellectual property of GREEN RUSH that are listed on **Schedule 2.01** annexed hereto, which **Schedule 2.01** shall include all access codes, transfer of domain registration, ad ops, and content library (the "**Intellectual Property**"); (b) the Advertiser Agreements, and (c) all Sales Revenues arising from and after the Effective Date (collectively, the "**Purchased Assets**"). In such connection, the Parties acknowledge that the Sites and related Intellectual Property were developed by third Person contractors and purchased by GREEN RUSH. The Purchased Assets shall not include any other assets or properties of GREEN RUSH or any employees or other agents of GREEN RUSH. At Closing GREEN RUSH shall execute and deliver to TRANS-HIGH bill of sales, assignments and other documents and instructions as shall reasonably be required to Transfer good and marketable title in and to the Purchased Assets to TRANS-HIGH.

(b) **Assumption of Liabilities**. Effective as of the Effective Date, TRANS-HIGH shall assume only those liabilities, debts, obligations or claims (the "**Liabilities**") that may arise from and after the Effective Date that are directly associated with the Purchased Assets (the "**Assumed Liabilities**"). Other than the Assumed Liabilities, no other Liabilities are being assumed by TRANS-HIGH hereunder (the "Excluded Liabilities"). In such connection, GREEN RUSH shall pay and discharge all of the Excluded Liabilities and shall indemnify, defend and hold harmless TRANS-HIGH and HIGHTIMES from any Liabilities associated therewith.

(c) **Consideration**. In addition to its assumption of the Assumed Liabilities, in consideration for the Purchased Assets, as of the Effective Date, HIGHTIMES shall cause to be issued to GREEN RUSH an aggregate of **Five Hundred and Seventy Seven Thousand, Six Hundred and Fifty-One (577,651)** shares of the Class A Common Stock, $0.001 par value per share, of HIGHTIMES (the "**Subject Shares**"). In the event that HIGHTIMES consummates its proposed merger with Origo Acquisition Corp., a Cayman Island corporation ("**Origo**"), the Subject Shares shall be exchanged for **Five Hundred and Eighty-Six Thousand, Eight Hundred and Fifty-Four (586,854)** shares of common stock of Origo or its successor in interest (the "**Origo Shares**"); being the number of Origo Shares equal to the result of dividing $6,250,000 by $10.65. In addition to the Subject Shares and any Origo Shares that may be issued in lieu of the Subject Shares, on or before the earlier of (i) the closing date of the merger between HIGHTIMES and Origo or (ii) September 30, 2018 (the "**Payment Date**"), HIGHTIMES shall cause THC to pay GREEN RUSH the sum of **Five Hundred Thousand ($500,000) Dollars** in cash by wire transfer of immediately available funds to a bank account designated by GREEN RUSH (the "**Cash Amount**").

(d) **Cancellation of Advertising Sales Agreement and Stock Purchase Agreement and Refund of Subscription Price**. The parties hereto do hereby agree that the Advertising Sales Agreement is hereby cancelled as of the Effective Date of this Agreement. In addition the parties hereto do hereby agree that the stock subscription and purchase agreement, dated as of August 31, 2017 between HIGHTIMES and McGovern pursuant to which McGovern purchased 299,167 shares of HIGHTIMES Class A Common Stock for $299.17 is hereby rescinded and cancelled, ***ab initio,*** and HIGHTIMES shall refund the full subscription price to McGovern within one (1) business day of the date of execution of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF GREEN RUSH AND MCGOVERN

GREEN RUSH represents and warrants and, to the best of his knowledge, McGovern represents and warrants to TRANS-HIGH and HIGHTIMES, as follows:

(a) *Organization*. GREEN RUSH is a Delaware a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. GREEN RUSH is duly licensed or qualified to do business and is in good standing in the State of New York and each other jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary. All limited liability company actions taken by GREEN RUSH in connection with this Agreement and the will be duly authorized on or prior to the Closing.

(b) *Power and Authority*. GREEN RUSH has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. GREEN RUSH has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of his obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by GREEN RUSH and (assuming due authorization, execution and delivery by TRANS-HIGH) constitutes GREEN RUSH's legal, valid and binding obligation, enforceable against GREEN RUSH in accordance with its terms. McGovern is the sole member of GREEN RUSH.

(c) *Intentionally Omitted*.

(d) *Intentionally Omitted*.

(e) *No Conflict*. The execution, delivery and performance by GREEN RUSH of this Agreement does not conflict with, violate or result in the breach of, or create any encumbrance on the Membership Interests pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which GREEN RUSH is a party or is subject or by which the Membership Interests are bound.

(f) *No Consents or Approvals*. No governmental, administrative or other third- party consents or approvals are required by or with respect to GREEN RUSH in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(g) *No Actions*. There are no actions, suits, claims, investigations or other legal proceedings (collectively, "**Legal Proceedings**") pending or, to the knowledge of GREEN RUSH, threatened against or by GREEN RUSH, including Legal Proceedings that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(h) *Liabilities*. GREEN RUSH 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 ("**Liabilities**"), except (i) those which are adequately reflected or reserved against in the GREEN RUSH financial statements provided to TRANS-HIGH, and (ii) those which have been incurred in the ordinary course of business consistent with past practice since the date of the most recent financial statements and which are not, individually or in the aggregate, material in amount.

(i) *Absence of Certain Changes*. Since the date of the most recent financial statements, there has been no material adverse change with respect to GREEN RUSH, its assets, financial condition, or results of operation, including without limitation, its relationships with customers and suppliers, except for changes reflected in the financial statements.

(j) *Advertiser Agreements*. GREENRUSH has provided TRANS-HIGH with true and complete copies of all advertising agreement between advertisers and GREEN RUSH (the "**Advertiser Agreements**"). All such Advertiser Agreements are in full force and effect and are enforceable in accordance with their respective terms. GREEN RUSH is not in material breach of or in default under, and, to the knowledge of GREEN RUSH and GREEN RUSH, no other party to any such Material Agreement is in breach of or in default under any such Material Agreement, nor has any event occurred that, upon notice or the lapse of time, or both, would constitute such a breach or default. GREEN RUSH has not received any notice, and has no reason to believe, that any of its material advertisers has ceased, or intends to cease after the Closing, to advertise on the Sites operated by GREEN RUSH. GREEN RUSH has provided TRANS-HIGH with a complete list of all advertisers as of December 31, 2017 on the Sites.

(k) *Compliance with Laws; Permits*. GREEN RUSH has complied, and is now complying in all material respects, with all laws applicable to it or its business, properties or assets. All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities required for GREEN RUSH to conduct its business ("**Permits**") have been obtained by GREEN RUSH and are valid and in full force and effect. All material fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

(l) *Brokers*. All Parties agree and no broker or finder is entitled to a brokerage, finder's or other consulting fee or commission from GREEN RUSH in connection with the transaction contemplated by this Agreement.

(m) *No Additional Representations*. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN ARTICLE III OF THIS AGREEMENT, GREEN RUSH EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF COMPANY OR ITS ASSETS, AND GREEN RUSH AND COMPANY EACH SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PURCHASED ASSETS, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH PURCHASED ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND TRANS-HIGH SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF TRANS-HIGH AND HIGHTIMES

TRANS-HIGH and HIGHTIMES (collectively, the "**HIGHTIMES GROUP**") hereby jointly and severally represents and warrants to GREEN RUSH that:

(a) Organization, Good Standing and Qualification. TRANS-HIGH is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and HIGHTIMES is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and each has full corporate power and authority to own and use its properties and its assets and conduct its business as currently conducted. The HIGHTIMES GROUP is not in violation of any of the provisions of their respective articles of incorporation, by-laws or other organizational or charter documents, including, but not limited to the Charter Documents (as defined below). The HIGHTIMES GROUP is duly qualified to conduct business and is in good standing as a foreign corporation in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not result in a direct and/or indirect (i) material adverse effect on the legality, validity or enforceability of any of the Subject Shares and/or this Agreement, (ii) material adverse effect on the results of operations, assets, business, condition (financial and other) or prospects of the HIGHTIMES GROUP, or (iii) material adverse effect on the HIGHTIMES GROUP's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a "Material Adverse Effect").

(b) Capitalization. Capitalization and Ownership of HIGHTIMES. As at the date of this Agreement HIGHTIMES owns 100% of the shares of capital stock of TRANS-HIGH. HIGHTIMES is authorized to issue an aggregate of 55,000,000 shares of its capital stock, $0.0001 par value per share, of which (i) 50,000,000 shares are designated as common stock, with 40,000,000 shares designated as Class A voting common stock ("Class A Common Stock ") and 10,000,000 shares designated as Class B non-voting common stock (the "Class B Common Stock", and together with the Class A Common Stock, the " Common Stock"), and (ii) 5,000,000 shares designated as preferred stock (the "Preferred Stock") which may be issued in one or more series containing such rights, preferences and privileges as the board of directors of the HIGHTIMES GROUP may, from time to time, designate. As at the date of this Agreement, an aggregate of 20,061,265 shares of Class A Common Stock are issued and outstanding, and no shares of Class B Common Stock have been issued. The Subject Shares, when issued, will be duly authorized validly issued, fully paid and nonassessable, free and clear of all pledges, liens, encumbrances and other restrictions (other than those arising under federal or state securities laws as a result of the issuance of the Subject Shares). The Origo Shares, if issued, will be duly authorized validly issued, fully paid and nonassessable, free and clear of all pledges, liens, encumbrances and other restrictions (other than those arising under federal or state securities laws as a result of the issuance of the Origo Shares). The issue and sale of the Subject Shares or the issuance of the Origo Shares will not result in a right of any holder of HIGHTIMES GROUP securities to adjust the exercise, exchange or reset price under such securities or give rise to any preemptive rights, rights of first refusal or other similar rights. HIGHTIMES GROUP has each made available to GREEN RUSH true and correct copies of its Certificate of Incorporation, and as in effect on the date hereof (the "Certificate of Incorporation"), and its By-laws, as in effect on the date hereof (the "By-laws").

(c) Authorization; Enforceability. Each member of the HIGHTIMES GROUP has all corporate right, power and authority to enter into, execute and deliver this Agreement and each other agreement, document, instrument and certificate to be executed by the HIGHTIMES GROUP in connection with the consummation of the transactions contemplated hereby, including, but not limited to this Agreement and to perform fully its obligations hereunder and thereunder. All corporate action on the part of the HIGHTIMES GROUP, its directors and stockholders necessary for the authorization execution, delivery and performance of this Agreement by the HIGHTIMES GROUP has been taken. This Agreement has been duly executed and delivered by the HIGHTIMES GROUP and each constitutes a legal, valid and binding obligation of the HIGHTIMES GROUP, enforceable against the HIGHTIMES GROUP in accordance with its respective terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy.

(d) No Conflict; Governmental Consents.

(i) The execution and delivery by the HIGHTIMES GROUP of this Agreement, the issuance and sale of the Subject Shares and the consummation of the other transactions contemplated hereby or thereby do not and will not (i) result in the violation of any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority to or by which the HIGHTIMES GROUP is bound including without limitation all foreign, federal, state and local laws applicable to its business and all such laws that affect the environment, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect, (ii) conflict with or violate any provision of the HIGHTIMES GROUP's Certificate of Incorporation (the "Certificate"), as amended or the Bylaws, (and collectively with the Certificate, the "Charter Documents") of the HIGHTIMES GROUP, and (iii) conflict with, or result in a material breach or violation of, any of the terms or provisions of, or constitute (with or without due notice or lapse of time or both) a default or give to others any rights of termination, amendment, acceleration or cancellation (with or without due notice, lapse of time or both) under any agreement, credit facility, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which the HIGHTIMES GROUP is a party or by which any of them is bound or to which any of their respective properties or assets is subject, nor result in the creation or imposition of any Liens upon any of the properties or assets of the HIGHTIMES GROUP.

(ii) No approval by the holders of HIGHTIMES GROUP Common Stock, or other equity securities of HIGHTIMES GROUP is required to be obtained by HIGHTIMES GROUP in connection with the authorization, execution, delivery and performance of this Agreement or in connection with the authorization, issue and sale of the Subject Shares except as has been previously obtained.

(iii) No consent, approval, authorization or other order of any governmental authority or any other person is required to be obtained by the HIGHTIMES GROUP in connection with the authorization, execution, delivery and performance of this Agreement or in connection with the authorization, issue and sale of the Subject Shares and, upon issuance, the Subject Shares.

(e) Litigation. THE HIGHTIMES GROUP knows of no pending or threatened legal or governmental proceedings against the HIGHTIMES GROUP which could materially adversely affect the business, property, financial condition or operations of the HIGHTIMES GROUP or which materially and adversely questions the validity of this Agreement or the right of the HIGHTIMES GROUP to enter into this Agreement, or to perform its obligations hereunder and thereunder. The HIGHTIMES GROUP is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality which could materially adversely affect the business, property, financial condition or operations of the HIGHTIMES GROUP. There is no action, suit, proceeding or investigation by the HIGHTIMES GROUP currently pending in any court or before any arbitrator or that the HIGHTIMES GROUP intends to initiate that could have a material adverse effect on the assets, businesses or properties of the HIGHTIMES GROUP.

(f) Compliance. HIGHTIMES is not: (i) in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the HIGHTIMES), nor has HIGHTIMES received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters.

(g) Reg A+ Offering Circular and Origo Merger. HIGHTIMES has filed with the SEC on a confidential basis a Form 1-A and a related Regulation A+ Offering Circular (the "Reg A Offering") which has been qualified by the SEC, an no stop order has been entered by the SEC with respect thereto. As disclosed to McGovern, HIGHTIMES has entered into an agreement and plan of merger with Origo (the "**Origo Merger Agreement**") and Origo is responding to comments from the SEC and Nasdaq with respect to Origo's Form S-4 Proxy and Registration Statement filed with the SEC.

(h) Disclosure. The information set forth in this Agreement as of the date hereof contains no untrue statement of a material fact nor omits to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(i) Investment Company. HIGHTIMES is not, and upon completion of the Reg A Offering, it will not be, an "investment company" within the meaning of such term under the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC thereunder.

(j) Brokers. Neither the HIGHTIMES GROUP nor any of the HIGHTIMES GROUP's officers, directors, employees or stockholders has employed or engaged any broker or finder in connection with the transactions contemplated by this Agreement and no fee or other compensation is or will be due and owing to any broker, finder, underwriter, placement agent or similar person in connection with the transactions contemplated by this Agreement. THE HIGHTIMES GROUP is not party to any agreement, arrangement or understanding whereby any person has an exclusive right to raise funds and/or place or purchase any debt or equity securities for or on behalf of the HIGHTIMES GROUP.

ARTICLE V
CERTAIN ADDITIONAL COVENANTS OF GREEN RUSH AND MCGOVERN

(a) Non-Solicitation. McGovern acknowledges that in the course of his employment with TRANS-HIGH, McGovern will serve as a member of its management and will become familiar with HIGHTIMES and TRANS-HIGH trade secrets and with other confidential and proprietary information and that McGovern's services will be of special, unique and extraordinary value to HIGH TIMES and TRANS-HIGH. Therefore, in consideration of the payment of the Consideration set forth in Section 2 above, McGovern and the Company each agree that during the term of his employment, and for a period of twenty-four (24) months following the termination of his employment with TRANS-HIGH for any reason, nether McGovern, nor the Company or any Affiliate of McGovern shall:

(i) solicit individuals who are presently or may become employees of HIGHTIMES, TRANS-HIGH or any other direct or indirect subsidiary of HIGHTIMES (collectively, with TRANS-HIGH, the "**Hightimes Subsidiaries**"), to be employees of any other business, other than through general advertising not targeted against any member of the Hightimes Group;

(ii) directly or indirectly induce or attempt to induce any employee of the Hightimes Group to leave the employment of Hightimes Group, or in any way interfere with the relationship between the Hightimes Group and any employee thereof; or

(iii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Hightimes group, to cease doing business with, or modify its business relationship with, the Hightimes Group, or in any way interfere with or hinder the relationship between any such customer, supplier, licensee or business relation and the Hightimes Group.

(b) Non-Competition. In consideration of the payment of the Consideration set forth in Section 2 above, McGovern and the Company each agree that during the term of his employment with TRANS-HIGH, and for a period of twelve (12) months following the termination of his employment with TRANS-HIGH for any reason (the "***Restricted Period***"), nether McGovern, nor the Company or any Affiliate of McGovern, without the prior written consent of the HIGHTIMES, shall own any equity interest in, be employed by, or act as a consultant to, any corporation, partnership, limited liability company or other entity (each, an "***Entity***") that is engaged in competition with the Business of the Hightimes Group (as the term "***Business***" is defined below), except that the McGovern may be employed by, or act as a consultant to, any corporation, partnership, limited liability company or other entity that has been specifically approved by the Board in accordance with the provisions of his employment agreement with TRANS-HIGH. The provisions of this paragraph shall not apply to any Entity in which the net revenues of the competing Business in the fiscal year immediately preceding the acquisition did not exceed five (5%) percent of the aggregate net revenues of the Business of the Hightimes Group. In addition, the provisions of this Section shall not apply to any (i) non-profit and corporate boards and committees or (ii) any industry associations, either of which may be for an Entity in the same Business as the Hightimes Group. For purposes of this paragraph, the term "***Business***" shall mean and be limited to (i) the production and sale of one or more print and digital publications, (ii) the establishment and production of seminars, conferences or events, and (iii) other e-commerce initiatives and licensing of the "***High Times***"® brand, including the development of an e-commerce store offering clothing and other products; in each case, associated with cannabis or dedicated primarily to cannabis and the cannabis culture. Notwithstanding the foregoing, in the event McGovern's employment terminates in accordance with Section 7.2 of the amended and restated employment agreement, dated on even date herewith or GREEN RUSH has the right and exercises its Repurchase Right in accordance with Article VI(c) below, beginning on such respective date of the event set forth above, this Article V(b) shall be null and void and have no further force or effect.

(c) McGovern and the Company each agree that a violation or threatened violation of any of the provisions of this Article V shall cause immediate and irreparable harm to the Hightimes Group and that the damage to the Hightimes Group will be difficult or impossible to calculate with precision. Therefore, in the event the Seller or any Seller Affiliate violates the provisions of this Article V 8, an injunction restraining McGovern, the Company or any McGovern Affiliate from such violation may be obtained by any one or more member of the Hightimes Group in addition to any other relief then available to the aggrieved party or parties. If, at the time of enforcement of any provision of this Article V, a court shall hold that the duration, scope or other restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or other restrictions reasonable under such circumstances shall be substituted for the stated duration, scope or other restrictions and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and other restrictions permitted by law; provided, however, that the substituted period shall not exceed the period contemplated by this Agreement.

ARTICLE VI
INDEMNIFICATION AND LIMITATION OF LIABILITY; REPURCHASE RIGHT; WAIVER AND RELEASE

(a) **Indemnification**. Each of GREEN RUSH and McGovern, on one hand, and TRANS-HIGH and HIGHTIMES, on the other hand (each, an "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party or Parties and its directors, officers, agents and employees (each an "**Indemnified Person**") from and against any loss, cost or damage (collectively, "**Losses**") related to, and to reimburse each Indemnified Person for all reasonable expenses (including, without limitation, attorneys' fees) as they are incurred in connection with pursuing or defending any third-party claim, action or proceeding (collectively, "**Actions**") arising out of or relating to the Indemnifying Party's material breach of a representation and warranty or the or willful misconduct in performing or failing to perform the Indemnifying Party's obligations under this Agreement or breach of this Agreement. In addition to and not in lieu of the foregoing, GREEN RUSH and McGovern shall indemnify, defend and hold harmless each of TRANS-HIGH and HIGHTIMES and their respective directors, officers, agents and employees for any Losses incurred in connection with any Excluded Liabilities, and TRANS-HIGH and HIGHTIMES shall indemnify, defend and hold harmless each of GREEN RUSH and McGovern and their respective directors, officers, agents and employees for any Losses incurred in connection with any Assumed Liabilities.

(b) **Limitation of Liability**. An Indemnifying Party shall only be obligated to indemnify any Indemnified Persons for Losses that equal or exceed $25,000 and then only with respect to such excess. In addition, except for acts or omissions constituting common law fraud, the maximum liability of any Indemnifying Party to indemnify any Indemnified Persons for Losses incurred under this Article V shall not exceed $2,500,000. EXCEPT FOR THIRD-PARTY CLAIMS UNDER ANY INDEMNITY PROVISION HEREIN, IN NO EVENT SHALL ANY PARTY, WHETHER, TRANS-HIGH, HIGHTIMES, MCGOVERN OR GREEN RUSH BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **Repurchase Right; Indemnification and Waiver; Defense of Regulatory Actions.**

(i) In the event that, by (A) September 30, 2018 or the Payment Date, as applicable, Green Rush does not receive the $500,000 cash payment and/or (B) a "***Public Listing***" (as herein defined) has not occurred by September 30, 2018, McGovern shall then have the right, upon giving TRANS-HIGH not less than sixty (60) days prior written notice, to cause GREEN RUSH to repurchase the GREEN RUSH Assets in consideration for returning to HIGHTIMES all, and not less than all, of the Subject Shares (the "***Repurchase Right***"). As used herein, the term "***Public Listing***" shall mean either (x) the transactions contemplated by the Origo Merger Agreement, including the merger with Origo, shall have been consummated, or (y) Hightimes Class A common stock shall trade on Nasdaq or another national securities exchange or is quoted for trading on the OTC Market QX Exchange, the OTC Market QB Exchange or the Canadian Stock Exchange. In the event McGovern shall have the right and shall exercise such Repurchase Right, and in addition to the Indemnification obligations set forth in this Article V, TRANS-HIGH agrees to:

(A) release McGovern, GREEN RUSH and its officers, agents and employees, from any actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, arising out of, related to, or caused by TRAN-HIGH'S use of the Purchased Assets; and

(B) indemnify, defend and hold harmless McGovern, GREEN RUSH and its directors, officers, agents and employees, from and against any loss, cost or damage related to, and to reimburse each of them for all reasonable expenses (including, without limitation, attorneys' fees) as they are incurred in connection with pursuing or defending any third-party claim, action or proceeding arising out of or relating to any violation of state or federal law, rule, statute, order, or otherwise (a "**Regulatory Action**"), arising out of, related to, or caused by Trans-High's TRAN-HIGH'S use of the Purchased Assets.

(ii) In addition, if any Party to this Agreement or their directors, officers, agents and employees become aware of any (A) notice of violation of any state or federal law, rule, statute, order, or otherwise relating to any Party or the operation of the business of such Party (a "**Notice of Violation**"), or (B) a Regulatory Action, they shall promptly notify the other Parties of all details regarding such Notice of Violation or Regulatory Action that is reasonably available to them. The Indemnifying Party accused of a violation or regulatory action specified in the Notice of Violation shall have the right, at its sole expense, but not the obligation, to defend any such Notice of Violation or Regulatory Action (and to compromise or settle such Notice of Violation or Regulatory Action). The Indemnified Persons shall also have the sole and exclusive right to select counsel for such Notice of Violation or Regulatory Action. Notwithstanding anything to the foregoing, the Parties shall consult with each other on all material aspects of the defense of any such matter, and shall reasonably cooperate with each other in all such actions or proceedings.

ARTICLE VII
MISCELLANEOUS

(a) **Confidentiality**. Neither Party (each, a "**Receiving Party**"), along with its directors, officers, employees, agents, advisors, subcontractors, independent contractors, subsidiaries, and affiliates (collectively its "**Representatives**") shall, during the term hereof and for a period of two (2) years thereafter, without the other party's (each, a "**Disclosing Party**") prior written approval in each instance not to be unreasonably withheld, disclose or otherwise make available to any other person or entity (whether acquired on the Effective Date or during the continuance of this Agreement) any information relating to the Disclosing Party's business plans, products, advertising, innovations, fees, advertising or product concepts, customers, technology, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, operating results, or other business affairs, or any other proprietary or confidential information of the Disclosing Party (the "**Confidential Information**"). The foregoing shall not apply to Confidential Information which: (i) is or becomes known to the general public (other than as a result of the disclosure, directly or indirectly, by the Receiving Party or its Representative); (ii) was or is made available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any affiliate, provided that such source is not, and was not, to the Receiving Party's actual knowledge, bound by a confidentiality agreement with the Disclosing Party or any affiliate or otherwise prohibited from transmitting such information by contract, legal or fiduciary obligation to the Disclosing Party, any affiliate, or any third party; or (iii) is required to be disclosed by law, provided the Receiving Party gives Disclosing Party notice and an opportunity to seek an appropriate protective order at its own expense. It is understood that the information required to be held in confidence as herein provided may be disclosed by the Receiving Party only to Representatives who need to know such Confidential Information for the purposes of fulfilling its obligations hereunder. Such Representatives, prior to any such disclosure, shall be informed of the confidential nature of such Confidential Information, and shall agree in writing to be bound by the terms hereof. The confidentiality provisions set forth herein shall also apply separately to each subcontractor or independent contractor selected by either Party, and such Party shall be responsible for informing any such subcontractor of any confidential and proprietary information included in any work subcontracted for hereunder. Each Party shall have such person agree to be bound in writing by confidentiality terms no less stringent than those set forth herein.

(b) All Confidential Information furnished to the Receiving Party by the Disclosing Party or any third party at the request of the Disclosing Party shall be and remain the property of the Disclosing Party. All copies of such Confidential Information in written, graphic, or other tangible form shall be returned to the Disclosing Party at any time upon the advance written request of the Disclosing Party or upon the termination of this Agreement for any reason whatsoever, subject to the terms hereof.

(c) **Entire Agreement**. This Agreement (including the schedules constituting a part of this Agreement) constitutes the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

(d) **Information**. Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes, including, but not limited to, securities laws and regulations.

(e) **Notices**. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile transmission or mail (with postage prepaid), to the following addresses:

If to HIGHTIMES or
TRANS-HIGH, to:

Hightimes Holding Corp.
Trans-High Corporation
5514 Wilshire Boulevard
Los Angeles, CA 90036
Attn: Adam E. Levin, CEO
Tel: 310-774-0100
Email: adam@hightimes.com

If to GREEN RUSH or
McGovern, to:

Green Rush Daily, Inc.
119 W. 24th Street, 2nd Floor
New York, NY 100011
Tel: 973-841-0818
Email: scott@greenrushdaily.com

or to such other addresses or facsimile numbers as may be specified by like notice to the other Party. Any notice involving non-performance, termination or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, via certified mail, return receipt requested. All other notices may also be sent by facsimile, confirmed by first class mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or similar electronic transmission method; one working day after it is sent, if sent by recognized overnight courier; and three (3) days after it is postmarked, if mailed first class mail or certified mail, return receipt requested, with postage prepaid.

(f) **Governing Law**. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of New York (without giving effect to the conflicts of laws provisions thereof).

(g) **Submission to Jurisdiction; WAIVER OF JURY TRIAL**. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the state and federal courts seated in the City of New York, New York (and any appellate court thereof), in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment relating thereto, and each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such courts, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such court, and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DISPUTE, CLAIM, LEGAL ACTION OR OTHER LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

(h) **Severability**. If any terms or other provision of this Agreement or the schedules hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

(i) **Third Party Beneficiaries**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any Liability (or otherwise) against either Party hereto.

(j) **Amendment and Modification**. This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.

(k) **Counterparts**. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

(l) **Authority**. Each of the Parties represent to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement and (d) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

(m) **Binding Effect; Assignment**. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Except as otherwise expressly provided in this Agreement, neither Party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; *provided* that either Party may assign this Agreement to a successor entity in conjunction with such Party's reincorporation in another jurisdiction or into another business form.

(n) **Failure or Indulgence Not Waiver; Remedies Cumulative**. No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(o) **Interpretation**. The headings contained in this Agreement and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

Signature page follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For: **TRANS-HIGH CORPORATION**

By: /s/ Adam E. Levin Dated: March 28, 2018
Name: Adam E. Levin
Title: Chief Executive Officer

HIGHTIMES HOLDING CORP.

By: /s/ Adam E. Levin Dated: March 28, 2018
Name: Adam E. Levin
Title: Chief Executive Officer

For: **GREEN RUSH DAILY, INC.**

By: /s/ Scott McGovern Dated: March 28, 2018
Name: Scott McGovern
Title: Managing Member

/s/ Scott McGovern Dated: March 28, 2018
SCOTT McGOVERN

Exhibit 6.2

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement"), dated March 28, 2018 (the "***Effective Date***"), by and among **Trans-High Corporation**, a corporation organized under the laws of the State of New York, *doing business as "High Times"* (the "***Company***"); and **Scott McGovern,** an individual (hereinafter sometimes referred to as the "***Employee***"). The Company and each of its subsidiaries and divisions are hereinafter sometimes individually or collectively referred to as the "***Employer***." This Agreement amends and restates in its entirety an employment agreement dated and effective as of August 17, 2017 (the "***Prior Agreement***")

W I T N E S S E T H:

WHEREAS, the Company is engaged in the production and sale of one or more print and digital publications and/or the establishment and production of seminars, conferences or events dedicated primarily to cannabis and the cannabis culture (collectively, the "***Business***"); and

WHEREAS, effective as of the Effective Date, the Company acquired certain assets of **Green Rush Daily, Inc. (**"***Green Rush***") an entity owned by the Employee, pursuant to an asset purchase agreement, dated of even date herewith (the "***Purchase Agreement***"); and

WHEREAS, the Employer desires to continue to retain the services of Employee, and Employee desires to be employed by the Employer; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Employment. Subject to the provisions of Section 7, the Employer agrees to employ Employee, and Employee agrees to accept such employment, upon the terms and conditions set forth herein.

2. Duties.

2.1 ***Position***. Employee will be employed as the Senior Vice President of Publishing of the Employer, responsible for the oversight of the Company's print and on-line publications. In such connection, the Employee shall report to the Chief Executive Officer of the Company and Holdings and shall have the duties and responsibilities assigned by the Chief Executive Officer. Employee shall perform faithfully and diligently all duties and responsibilities to be performed and assigned to him. The Boards of the Employer or the Chief Executive Officer reserves the right to modify Employee's position and duties at any time in its reasonable discretion.

2.2 ***Best Efforts/Full-time***. Employee will expend Employee's best efforts on behalf of the Employer, and will abide by all policies and decisions made by the Employer, as well as all applicable federal, state and local laws, regulations or ordinances. Employee will act in the best interest of the Employer at all times. Employee shall devote Employee's full business time and efforts to the performance of Employee's duties and responsibilities for the Employer. Notwithstanding any of the foregoing, it is expressly agreed and understood that Employee shall be entitled to spend a reasonable amount of his working time on (i) charitable activities and personal investments, (ii) serving on non-profit and corporate boards and committees, (iii) participating in industry associations and (iv) other business-related ventures.

2.3 ***Location***. Employee will initially be located in New York. Employee will engage in such traveling as may be required for the performance of his duties and responsibilities on behalf of the Employer.

3. Duration of Employment; Termination. The employment relationship pursuant to this Agreement shall be for a term commencing on and as of August 17, 2017 and continuing for the period ending **September 30, 2020** (the "***Contemplated Term***"), unless sooner terminated in accordance with <u>Section 7</u> below (the "***Term***"). The parties hereto may by mutual consent extend the Contemplated Term beyond September 30, 2020.

4. <u>Compensation</u>.

4.1 ***Base Salary***. During the Contemplated Term, the Employer shall pay to Employee an initial base salary at the annual rate of Two Hundred and Fifty Thousand **($250,000) Dollars** as compensation for Employee's performance of Employee's duties hereunder (the "***Base Salary***"). Such Base Salary shall be made payable in accordance with the normal payroll practices of the Employer, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions.

4.2 ***Annual Bonus***. During the period commencing on August 17, 2017 and ending each twelve (12) consecutive month period thereafter during the Term of this Agreement (each an "***Anniversary Period***"), The Employee shall be entitled to receive an annual bonus, the "***Bonus***"), not to exceed an additional Two Hundred and Fifty Thousand ($250,000) Dollars in each Anniversary Period, subject to the Employee being directly responsible for the Employer achieving certain increases in their consolidated net revenues (the "***Revenue Targets***") at the end of each relevant Anniversary Period which shall be in ***excess*** of such consolidated net revenues derived in the immediately preceding Anniversary Period. Such Revenue Targets and other conditions to vesting of the Bonus shall be consistent with the Employee's duties and position with the Employer and shall be on such terms to be established by the Board of Directors of the Company (as such Board will be constituted for purposes of obtaining a listing on a National Securities Exchange) on or before March 31, 2018 and set forth in a schedule to this Agreement, subject to shareholder approval intended to satisfy the rules under Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") for performance-based compensation, for fiscal years ending after December 31, 2017. Employer shall use its best efforts to procure such shareholder approval, and, failing to do so, in consultation with Employee, Employer agrees to negotiate in good faith with Employee for the implementation of a reasonable alternative, for which Employer will again use its best efforts to obtain shareholder approval. In the event the Employee's employment is terminated by the Employer prior to the end of any Anniversary Period, if a Bonus has been earned by the end of such Anniversary Period, the amount of such Bonus shall be appropriately pro-rated. To the extent earned, the Bonus shall be payable within 60 days following the expiration of each Anniversary Period. The Bonus shall be payable at the Company's sole option in stock or in cash, and if paid in stock it shall be based upon the price of stock as of the date that such Bonus was earned.

4.3 Time Off. Employee shall accrue personal time of for sick leave, personal reasons, and holidays according to applicable Company policy, except that Employee shall accrue personal time off for vacation in accordance with the Employee's accrual rate of 14 days per each calendar year (with an additional 7 days for each year of service), which may be rolled over (applied) to the subsequent year in addition to each calendar's year accrual.

5. Fringe Benefits. Employee will be eligible for all customary and usual fringe benefits generally available to other employees of the Employer as are described in the employee handbook of the Company and which may be changed at the Company's discretion from time to time. The Employer reserves the right to change or eliminate in its sole discretion fringe benefits on a prospective basis, at any time. The Employee shall at all abide by the Employer's policies, rules and standards. In addition, the Employee shall sign an acknowledgment that he understands the Company's rules of conduct which are included in the Company Handbook.

6. Business Expenses. Employee shall be reimbursed by the Employer for any actual out of pocket business expenses, including reasonable travel, relocation, and other reasonable business expenses incurred by Employee in connection with Employee's services on behalf of the Employer in accordance with the Employer's customary policies and procedures; provided that Employee shall submit proof of such expenses prior to reimbursement within a reasonable amount of time following such expenses. Employee will adhere to travel policies and expense submissions. The Employer reserves the right to change such policies and procedures on a prospective basis, at any time, effective upon reasonable notice to Employee.

7. Termination of Employee's Employment.

7.1 ***Termination for Cause by Company***. Although the Employer anticipates a mutually rewarding employment relationship with Employee, the Employer may terminate Employee's employment immediately at any time for Cause. For purposes of this Agreement, "***Cause***" is defined as the occurrence of any one of the following: (a) any acts or omissions constituting gross negligence or willful misconduct on the part of Employee that is materially injurious to the business of the Employer; (b) Employee's material breach of the provisions of Sections 10, 11, 12 or 13 of this Agreement that is materially injurious to the Employer; (d) Employee's conviction or entry of a plea of ***nolo contendere*** for fraud, misappropriation or embezzlement, or any felony (other than traffic-related or similar offenses) or crime of moral turpitude; (e) Employee's inability to perform the essential functions of Employee's position, with reasonable accommodation, due to a mental or physical disability for a period of 90 days as defined in the Employer's disability benefit plan applicable to senior Employee officers of the Employer as in effect on the date thereof, and if no plan exists, then disability shall be determined in accordance with Treas. Reg. Section 1.409A-3(i)(4)(i); or (f) Employee's material and willful failure or refusal on more than one occasion (in each case, of which he is made aware in writing by Employer promptly and in no event more than seven days after such failure or refusal) to perform Employee's duties in accordance with Section 2.1 hereof, if there is a demonstrable adverse effect to Employer. In the event Employee's employment is terminated in accordance with this Section 7.1, Employee shall be entitled to receive only Employee's Base Salary in accordance with Section 4.1 above, then in effect, prorated to the date of termination, and all fringe benefits through the date of termination including without limitation all accrued and unused vacation. All other Company obligations to Employee pursuant to this Agreement will be automatically terminated and completely extinguished. In addition, Employee shall be subject to the surviving provisions of this Agreement as set forth below.

7.2 ***Termination Without Cause by Company or for Good Reason by the Employee*** . The Employer may terminate Employee's employment under this Agreement without Cause and Employee may terminate his employment under this Agreement for Good Reason at any time upon 60 days' prior written notice to the other. In the event Employee's employment is terminated in accordance with this Section 7.2, Employee shall be entitled to receive an amount equal to (a) six (6) months Base Salary, in accordance with Section 4.1 above, less all applicable taxes and deductions, and (b) any accrued and unpaid Bonus to which the Employee may then be entitled (the "***Severance Package***"). The Severance Package shall be paid in equal installments over a six (6) month period, in accordance with the normal payroll practices of the Employer commencing with the first payroll date occurring on or after the 30th day following the date of Employee's termination pursuant to this Section 7.2. Notwithstanding the foregoing, if the Employee shall have the right and shall elect to exercise his Repurchase Rights, as provided in the Purchase Agreement, the Employer shall not be obligated to pay the Employee any Severance Package payments and all unvested stock options provided for herein shall immediately terminate. For purposes of this Agreement, "***Good Reason***" shall mean, unless otherwise consented to in writing by Employee,

(i) the material reduction of Employee's title, authority, duties or responsibilities, or the assignment to Employee of duties materially inconsistent with Employee's positions with Employer as stated in Section 2.1 hereof;

(ii) (A) a reduction in the annual Base Salary of Employee, (B) any failure to comply with the provisions of Section 4.2 (relating to certain arrangements governing bonuses), or (C) without limiting the foregoing, any failure to pay the Annual Base Salary or any bonus to Employee in accordance with Section 4.2, as applicable if such failure is not cured by Employer within five days of notice of such failure (provided that Employer shall not have repeated rights to cure);

(iii) the relocation of Employee's office outside of New York city;

(iv) Employer's failure to pay Employee any amounts otherwise due hereunder or under any plan, policy, program, agreement, arrangement or other commitment of Employer if such failure is not cured by Employer within 15 days of notice of such failure;

(v) the failure by Employer to obtain an agreement in form and substance reasonably satisfactory to Employee from any successor to the business of Employer to assume and agree to perform this Agreement;

(vi) the failure of Hightimes to pay the Employee the sum of $500,000 by the Payment Date (as defined in the Purchase Agreement), ; or

(vii) the failure of the Company to complete a "***Public Listing***" (as that term is defined in the Purchase Agreement).

In the event Employee's employment is terminated in accordance with this Section 7.2, all other Company obligations to Employee pursuant to this Agreement will be automatically terminated and completely extinguished. In addition, Employee shall not be subject to any of the surviving provisions of this Agreement, including, but not limited to, the provisions of Sections 10, 11, 12 or 13 set forth below..

Notwithstanding anything to the contrary in this Section 7.2, in the event that the Company completes Public Listing on or before September 30, 2018, the Employee shall no longer have a right to terminate this Agreement for Good Reason pursuant to this Section 7.2.

7.2 ***Voluntary Resignation by Employee***. Employee may voluntarily resign Employee's position with the Employer at any time on thirty (30) days' advance written notice to the Employer, unless such resignation is due to a medical emergency or family health crisis, in which case Employee may voluntarily resign upon reasonable notice. In the event of Employee's resignation, Employee will be entitled to receive only Employee's Base Salary, subject to Section 4.1 above, prorated to the date of termination of employment, and all fringe benefits through the date of termination including without limitation all accrued and unused vacation. All other Company obligations to Employee pursuant to this Agreement will be automatically terminated and completely extinguished. In addition, Employee shall be subject to the surviving provisions of this Agreement as set forth in Sections 10, 11, 12 or 13 below.

7.3 ***Expiration of Term***. Upon the expiration of the Term, this Agreement will expire, Employee's employment with the Employer will terminate and Employee will only be entitled to Employee's Base Salary and any accrued Bonus, subject to Section 4.2 above, then in effect paid through the last day of the then current term, and all fringe benefits through the last day of the then current term. All other Company obligations to Employee pursuant to this Agreement will be automatically terminated and completely extinguished. In addition, Employee shall be subject to the surviving provisions of this Agreement as set forth in Sections 10, 11, 12 or 13 below.

7.4 ***Resignation on Boards or Other Positions***. Employee agrees that should Employee's employment be terminated under Section 7.1, Section 7.2 or Section 7.3, Employee will immediately resign all other positions (including membership on all of the Boards and any committees of the Boards) Employee may hold with the Employer, including its subsidiaries and/or affiliate entities.

8. Stock Options. 100% of the capital stock of Employer is owned of record and beneficially by **Hightimes Holding Corp**., a Delaware corporation ("**Holdings**"). As at the Effective Date, Holdings is authorized to issue an aggregate of 55,000,000 shares of its capital stock, $0.0001 par value per share, of which (i) 50,000,000 shares are designated as common stock, with 40,000,000 shares designated as Class A voting common stock ("**Holdings Class A Common Stock**") and 10,000,000 shares designated as Class B non-voting common stock (the "**Holdings Class B Common Stock**", and together with the Class A Common Stock, the "**Holdings Common Stock**"), and (ii) 5,000,000 shares designated as preferred stock (the "**Holdings Preferred Stock**") which may be issued in one or more series containing such rights, preferences and privileges as the board of directors of the Company may, from time to time, designate. As at the Effective Date of this Agreement, an aggregate of 20,061,265 shares of Holdings Class A Common Stock are issued and outstanding, and no shares of Holdings Class B Common Stock have been issued. Subject to the approval of Holdings' Board of Directors, the Employee will be granted an option (the "**Option**") to purchase up to 289,630 shares of Holdings Class B Common Stock (the "**Option Shares**") at an exercise price of $2.18 per share (the "**Exercise Price**"). Such Option will be subject to the terms and conditions applicable to options granted under the Holdings Incentive Stock Option Plan and in the applicable stock option agreement, which Employee will be required to sign. The Option and the Option Shares will vest at the rate of one-third (1/3) of the Option Shares as of the end of each Anniversary Period following the Effective Date. Each of Holdings and the Employer agree that the Exercise Price per Option Share is equal to the fair market value per share on the Effective Date of this Agreement, being the date on which the Option is deemed to be granted, and is based on the last per share sale price of shares of Class A Common Stock of Holdings, as determined by the Board of Directors of Holdings in good faith compliance with applicable guidance in order to avoid having the Option be treated as deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended. In the event Employee's employment is terminated in accordance with Section 7.2 of this Agreement within eighteen (18) months following the date of this Agreement, one-half (1/2) of the Option Shares will be deemed to have vested. Further, in the event Employee's employment is terminated in accordance with Section 7.2 of this Agreement on or after the date that is eighteen (18) months following the date of this Agreement, all of the Option Shares will be deemed to have vested. It is expressly acknowledged and agreed that, to the extent permitted by applicable law, the option to be granted to Employee hereunder shall be qualified as an "incentive stock option," as defined under Section 422(b) of the Internal Revenue Code of 1986, as amended. Further, Employer shall (i) include the shares subject to all options granted to Employee in any registration statement on Form S-8 or other applicable registration form that it may file for such purpose, and (ii) have all option grants be exempt under Rule 16b-3 of the Securities and Exchange Commission.

9. No Violation of Rights of Third Parties. Employee represents and warrants to the Employer that Employee is not currently a party, and will not become a party, to any other agreement that is in conflict with, or will prevent Employee from complying with, this Agreement. Employee further represents and warrants to the Employer that Employee's performance of all of the terms of this Agreement as an employee of the Employer does not breach any other agreement or violate any duty which Employee may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and Employee agrees that he will not do anything in the performance of services hereunder that would violate any such duty.

10. <u>Other Covenants</u>. The parties hereto hereby make the following covenants, each of which are acknowledged and agreed to be a material part of this Agreement:

10.1 During the Contemplated Term of employment with each Employer, Employee will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by Employee prior to Employee's employment with Employer, or (b) disclose to the Employer, or use or induce the Employer to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. Employee acknowledges that the Employer has specifically instructed Employee not to breach any such agreement or make any such disclosures to the Employer.

10.2 During the Term of Employee's employment with the Employer and after the termination thereof, Employee and Employer shall refrain from making any disparaging statements or remarks regarding or towards one another, including and extending to any subsidiaries and/or affiliate entities of the Employee or Employer, their products, services, agents or employees or any of the products, services, agents or employees of, including any subsidiaries and/or affiliate entities.

10.3 During the Term of Employee's employment with the Employer and after the termination thereof, at the Employer's expense and upon its reasonable request, Employee will cooperate and assist Employer in its defense or prosecution of any disputes, differences, grievances, claims, charges, or complaints between any Employer and any third party, which arise during the period of Employee's employment hereunder, which assistance will include testifying on the Employer's behalf in connection with any such matter or performing any other task reasonably requested by Employer in connection therewith.

11. <u>Confidential Information</u>.

(a) The term "***Confidential Information***" and "***Trade Secrets***" is used herein in its legal sense and includes (without limitation) trade secrets and other confidential and proprietary information, as well as any information in the possession of the Employer, including any of its subsidiaries and/or affiliate entities, whether created by Employer or any of its subsidiaries and/or affiliate entities, which is kept or intended to be kept as a secret from others whether or not the secret or confidential or proprietary information provides a measurable commercial benefit to Employer or any of its subsidiaries and/or affiliate entities. Employee agrees to keep strictly confidential, and to use solely for purposes of performing Employee's employment-related duties, any intellectual property or Confidential Information and Trade Secrets disclosed to Employee by Employer or any of its subsidiaries and/or affiliate entities or its customers and suppliers in the course of Employee's employment. For the purposes of this agreement, Confidential Information shall include, without limitation: all business plans, strategies, corporate policies, financial information, operation of technical information, marketing information, customer lists and preferences, current or anticipated customer requirements, price lists, marketing studies, sales analyses, product plans, supplier information, employee information, organizational structure, employee lists, information regarding labor relations, employee remuneration and any other confidential information concerning the business and affairs of Employer, any of its subsidiaries and/or affiliate entities or its customers and suppliers, including information which, though technically not trade secrets, the unauthorized dissemination or knowledge of which might prove prejudicial to the business interests of Employer or any of its subsidiaries and/or affiliate entities. Employee understands that both the Confidential Information and intellectual property are proprietary rights that the Employer or any of its subsidiaries and/or affiliate entities is entitled to protect, and accordingly, Employee agrees not to disclose such information either during or subsequent to Employee's employment without the prior written consent of the Employer, or to make use of such information for Employee's personal benefit, or for the benefit of any other person, firm, corporation or entity. In addition, if requested at any time, Employee shall execute a separate Employee Confidentiality Agreement in the form prescribed by the Employer as a condition of Employee's continued employment.

(b) Notwithstanding Section 11(a) above, Employee will not be required to maintain as confidential any Confidential Information or Trade Secrets that (i) becomes generally available to the public other than as a result of a disclosure by the Employee or any of their Affiliates; or (ii) is required to be disclosed pursuant to the terms of a valid subpoena or order by any Governmental Authority or under any Law or other legal requirement; and provided, further, that the Employee may disclose Confidential Information (x) to their counsel, accountants and agents on a need-to-know basis (provided that any such person shall be informed of the confidential nature of such information and directed not to disclose or make public such Confidential Information or Trade Secrets) and (y) in any action, suit or proceeding between the parties. In the event that the Employee or any of their Affiliates are requested or required to disclose any Confidential Information or Trade Secrets pursuant to the preceding clause (ii), the Employee shall provide Employer with prompt written notice of the request or requirement so that Employer may, at the Employer's cost, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 10.1(b). If, in the absence of a protective order or other remedy or the receipt of a waiver by Employer, the Employee or one of their Affiliates, as applicable, on the written advice of counsel, is required to disclose such Confidential Information or Trade Secrets to any Governmental Authority or else stand liable for contempt or suffer other censure or penalty, the Employee or one of their Affiliates, as applicable, may disclose that portion of the Confidential Information or Trade Secrets which such counsel advises the Employee or one of their Affiliates, as applicable, is legally required to disclose; provided that the Employee shall use their best efforts to obtain, at the request and cost of Employer, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information or Trade Secret required to be disclosed as Employer shall designate. Following the Closing, Employer and Employee shall treat the terms and conditions of this Agreement as Confidential Information.

12. Non-Solicitation. Employee acknowledges that in the course of Employee's employment with the Employer, Employee will serve as a member of the Employer's management and will become familiar with Employer trade secrets and with other confidential and proprietary information and that Employee's services will be of special, unique and extraordinary value to Employer. Therefore, in consideration of the foregoing, Employee agrees that, during the Contemplated Term of this Agreement and for a period of twenty-four (24) months following the Term, Employee shall not:

(a) solicit individuals who are presently or may become employees of Employer, including it's subsidiaries and/or affiliate entities to be employees of any other business, other than through general advertising not targeted against Employer or any of its subsidiaries and/or affiliate entities;

(b) directly or indirectly induce or attempt to induce any employee of Employer or any of its subsidiaries and/or affiliate entities to leave the employment of Employer or any of its subsidiaries and/or affiliate entities, or in any way interfere with the relationship between Employer, including its subsidiaries and/or affiliate entities and any employee thereof; or

(c) induce or attempt to induce any customer, supplier, licensee or other business relation of Employer, including any of its subsidiaries and/or affiliate entities, to cease doing business with, or modify its business relationship with, Employer, its subsidiaries and/or affiliate entities, or in any way interfere with or hinder the relationship between any such customer, supplier, licensee or business relation and Employer, or any of its subsidiaries and/or affiliate entities.

13. Non-Competition. During the term of his employment and for a period of one year following the termination of this Agreement (the "***Restricted Period***"), the Employee agrees that he shall not, without the prior written consent of the Employer, own any equity interest in, be employed by, or act as a consultant to, any corporation, partnership, limited liability company or other entity (each, an "***Entity***") that is engaged in competition with the Business of the Employer or Holdings (as the term "***Business***" is defined in this Section 13 below), except that the Employee may be employed by, or act as a consultant to, any corporation, partnership, limited liability company or other entity that has been specifically approved by the Board. The provisions of this Section 13 shall not apply to any Entity in which the net revenues of the competing Business in the fiscal year immediately preceding the acquisition did not exceed five (5%) percent of the aggregate net revenues of the Business of the Employer or Holdings. In addition, the provisions of this Section 13 shall not apply to any (i) non-profit and corporate boards and committees or (ii) any industry associations, either of which may be for an Entity in the same Business as the Employer or Holdings. For purposes of this Section 13, the term "***Business***" shall mean and be limited to (a) the production and sale of one or more print and digital publications, (b) the establishment and production of seminars, conferences or events, and (c) other e-commerce initiatives and licensing of the "***High Times***"® brand, including the development of an e-commerce store offering clothing and other products; in each case, associated with cannabis or dedicated primarily to cannabis and the cannabis culture. Notwithstanding the foregoing, in the event Employee's employment terminates in accordance with Section 7.2 this Agreement or McGovern shall have the right and shall elect to exercise his repurchase right in accordance with Article VI(c) of the Purchase Agreement, beginning on such respective date of the events set forth above, this Section 13 shall be null and void and have no further force or effect.

14. Rights to Intellectual Property. Employee acknowledges and agrees that any and all trademarks, copyrights, letters patent, patent applications, and other intellectual property rights and design, software, form ware and related documentation, and works of authorship, that are created by Employee during the period of Employee's employment and related to this Agreement and Employee's employment with the Employer, shall belong to the Employer. There shall be no obligation on the Employer or any of its direct or indirect licensees to designate Employee as author of any such design, software, form ware or related documentation when distributed, publicly or otherwise, nor to make any distribution. Employee hereby waives and releases all of Employee's rights to the foregoing.

15. Injunctive Relief. Employee acknowledges that Employee's breach of the covenants contained in Section 11 through Section 14 hereof would cause irreparable injury to Employer and agrees that in the event of any such breach, Employer shall be entitled to seek temporary, preliminary and permanent injunctive relief without the necessity of proving actual damages or posting any bond or other security in addition to any other relief to which Employer may be entitled and other remedies Employer may exercise under this Agreement or otherwise.

16. General Provisions.

16.1 ***Successors and Assigns***. The rights and obligations of Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

16.2 ***Waiver***. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

16.3 ***Attorneys' Fees***. In the event of a dispute involving the interpretation or enforcement of this Agreement, a court shall award reasonable attorneys' fees and costs to the prevailing party.

16.4 ***Severability***. In the event any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16.5 ***Interpretation; Construction***. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing Employer, but Employee has participated in the negotiation of its terms. Furthermore, Employee acknowledges that Employee has had an opportunity to review and revise the Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16.6 ***Dispute Resolution***. In the event of any dispute or claim relating to or arising out of the employment relationship described herein, Employee and Employer agree that (i) any and all disputes between Employee and Employer shall be fully and finally resolved by binding arbitration in accordance with the then binding procedures of the American Arbitration Association located in Los Angeles, California, (ii) the Employee hereby waives any and all rights to a jury trial but the award of the arbitrators may be enforced in any federal or state court referred to in Section 15.7 below, (iii) the arbitration shall provide for adequate discovery, and (v) the losing party shall pay all but the first $125 of the arbitration fees.

16.7 ***Governing Law; Forum***. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of New York. Each party consents to the jurisdiction and venue of the state or federal courts in New York, New York, if applicable, in any action, suit, or proceeding arising out of or relating to this Agreement, and agrees that the state or federal courts in New York, New York shall have exclusive jurisdiction over any dispute arising between the parties related to this Agreement or Employee's employment with the Employer.

16.8 ***Notices***. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth under the signatures below, or such other address as either party may specify in writing.

16.9 ***Survival***. Section 10 ("Other Covenants"), Section 11 ("Confidentiality Information"), Section 12 ("Non-Solicitation"), Section 13 ("Non-Competition"), Section 14 ("Rights to Intellectual Property"), Section 15 ("Injunctive Relief"), Section 16 ("General Provisions"), and Section 17 ("Entire Agreement") of this Agreement shall survive termination of Employee's employment with the Employer.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of Employee and the Employer. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

[signature page follows]

IN WITNESS WHEREOF, THE PARTIES TO THIS EMPLOYMENT AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS EMPLOYMENTAGREEMENT ON THE FIRST DATE WRITTEN ABOVE.

EMPLOYEE:

/s/ Scott McGovern
Scott McGovern

TRANS-HIGH CORPORATION

By: /s/ Adam Levin
Name: Adam Levin
Title: Chairman of the Board of Directors

With respect to the provisions of Section 8 above:
HIGHTIMES HOLDING CORP.

By: /s/ Adam Levin
Name: Adam Levin
Title: Chief Employee and Chairman of the Board of Directors