UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 1-U

Current Report Pursuant to Regulation A

Date of Report: August 3, 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

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 a 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 1. FUNDAMENTAL CHANGES

On August 10, 2018, Hightimes Holding Corp. (the "Company") entered into a termination and mutual release agreement (the "Termination Agreement") with Origo Acquisition Corp. (" Origo"), HTHC Merger Sub, Inc. and Jose Aldeanueva, pursuant to which the Company exercised its contractual right to terminate the merger agreement among the parties to the Termination Agreement, dated July 24, 2017, as amended (the "Merger Agreement") and Origo consented to such termination. In addition, the parties agreed to a mutual release of all claims, as well as non-disparagement, confidentiality and other related provisions. A copy of the Termination Agreement is filed hereto as Exhibit.

On August 10, 2018, Origo filed a Form 8-K with the Securities and Exchange Commission under which it announced, among other things, its intention to dissolve and liquidate.

ITEM 9. OTHER EVENTS

On August 3, 2018, the Company published a press release relating to its Regulation A+ offering stating that it would accept Bitcoin as a form of payment for subscription to the Company's shares. This press release was distributed in error as the Company will not be accepting Bitcoin as payment for shares. As provided in the Company's subscription agreement related to the offering, the Company will only be accepting check, credit card, ACH or wire transfer as payment for subscription to shares.

On August 10, 2018, the Company elected to exercise its right under the Company's Regulation A+ Offering Circular, dated July 26, 2018, to extend the offering period to September 12, 2018. Accordingly, the Offering will terminate to the ***first*** to occur of: (i) the date on which the $50,000,000 Maximum Offering is completed; (ii) September 12, 2018, or (iii) such earlier date as the Company elects to terminate the Offering.

In conjunction therewith, the Company updated the subscription agreement and escrow agreement related to its Regulation A+ offering to eliminate references to the Origo merger and extend the offering period to September 12, 2018.

The updated forms of subscription agreement and form of escrow agreement are filed as Exhibit 4.1 and Exhibit 8.1, respectively, to this Current Report on Form 1-U and any summary of the terms of such documents are subject to, and qualified in their entirety by, the full text of such documents, which are incorporated herein by reference.

The Company is also filing herewith an updated version of the selling agent agreement, dated March 27, 2018 (the "Selling Agent Agreement"), by and between the Company and NMS Capital Advisors, LLC ("NMS"). In addition, on August 13, 2018, the Company and NMS entered in Amendment No. 1 to the Selling Agent Agreement (the " Amendment") so as to amend the definition of the disclosure package to be delivered to investors so as to include this Current Report on Form 1-U, as well as any additional filings the Company may make with the Securities and Exchange Commission during the offering period.

The Selling Agent Agreement and the Amendment are filed as Exhibit 6.1 and Exhibit 6.2, respectively, to this Current Report on Form 1-U and any summary of the terms of such documents are subject to, and qualified in their entirety by, the full text of such documents, which are incorporated herein by reference.

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: August 13, 2018

Exhibits to Form 1-U

Index to Exhibits

Exhibit No.	Description
4.1	Form of Subscription Agreement for Regulation A+ Offering.
6.1	Selling Agent Agreement, dated March 27, 2018, between Hightimes Holding Corp. and NMS Capital Advisors, LLC.
6.2	Amendment No. 1 to Selling Agent Agreement, dated August 13, 2018, between Hightimes Holding Corp. and NMS Capital Advisors, LLC.
7.1	Termination and Mutual Release Agreement, dated as of July 31, 2018, by and between Hightimes Holding Corp., Origo Acquisition Corporation, HTH Merger Sub, Inc. and Jose Aldeanueva.
8.1	Form of Escrow Agreement for Regulation A+ Offering.

Exhibit 4.1

HIGHTIMES HOLDING CORP.
SUBSCRIPTION AGREEMENT

NOTICE TO INVESTORS

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "*SEC*"), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO PROSPECTIVE INVESTOR IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT. IN ADDITION, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE STATE SECURITIES OR "*BLUE SKY*" LAWS. INVESTORS WHO ARE NOT "*ACCREDITED INVESTORS*" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4(g). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH INVESTOR IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY INVESTOR IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, THE OFFERING CIRCULAR OR ANY OF THE OTHER MATERIALS PROVIDED BY THE COMPANY (COLLECTIVELY, THE "*OFFERING MATERIALS*"), OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS (INCLUDING "*TESTING THE WATERS*" MATERIALS) AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANTS AND OTHER PROFESSIONAL ADVISORS AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "*ESTIMATE*," "*PROJECT*," "*BELIEVE*," "*ANTICIPATE*," "*INTEND*," "*EXPECT*" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

SUBSCRIPTION AGREEMENT

This subscription agreement (this "**Subscription Agreement**" or the "**Agreement**") is entered into by and between **Hightimes Holding Corp.**, a Delaware corporation (hereinafter the "**Company**") and the undersigned (hereinafter the "**Investor**") as of the date set forth on the signature page hereto. Any term used but not defined herein shall have the meaning set forth in the Offering Circular (as defined below).

RECITALS

WHEREAS, the Company desires to offer shares of Class A common stock, par value $0.0001 per share (the "**Class A Common Stock**") on a "*best efforts*" basis pursuant to Regulation A of Section 3(6) of the Securities Act of 1933, as amended (the " **Securities Act**"), pursuant to a Tier 2 offerings (the "**Offering"**), of a minimum of 454,545 shares of Class A Common Stock of the Company, at a purchase price of $11.00 per share (the **"Per Share Purchase Price**"), for total gross proceeds of up to $5,000,000 (the "**Minimum Offering**"), and for up to 4,545,450 shares of Class A Common Stock, at the Per Share Purchase Price, for total gross proceeds of up to $50,000,000 (the "**Maximum Offering**"); and

WHEREAS, the Investor desires to acquire that number of shares of Class A Common Stock (the " **Shares**") as set forth on the signature page hereto at the purchase price set forth herein; and

WHEREAS, the Offering will terminate on the first to occur of: (i) the date on which the Maximum Offering is completed; (ii) September 12, 2018 or (iii) such earlier date as the Company elects to terminate the Offering (in each case, the "**Termination Date**").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Subscription.

(a) The Investor hereby irrevocably subscribes for and agrees to purchase the number of Shares set forth on the signature page hereto at the Per Share Purchase Price, upon the terms and conditions set forth herein. The aggregate purchase price for the Shares with respect to each Investor (the "**Purchase Price**") is payable in the manner provided in ***Section 2(a)*** below. The minimum number of Shares that the Investor may purchase is nine shares for a subscription price of $99.00.

(b) Investor understands that the Shares are being offered pursuant to the Form 1-A Regulation A Offering Circular dated March 12, 2018 and its exhibits as filed with and qualified by the Securities and Exchange Commission (the "**SEC**") on March 12, 2018 and the FORM 1-A Post Qualification Offering Circular filed with the SEC on June 11, 2018, as amended on June 15, 2018 and as further amended on June 25, 2018 and again qualified by the SEC on July 26, 2018 (collectively, the "**Offering Circular**"). The Investor is also urged to review the Company's Form 1-K Annual Report for its fiscal year ended December 31, 2017, which has been filed or will be filed by the Company with the SEC pursuant to Rule 257(b)(1) of Regulation A and any Form 1-U Current Reports pursuant to Regulation A filed by the Company with the SEC (all such reports, together with the Offering Circular are hereinafter collectively referred to as the "**SEC Reports**"). By subscribing to the Offering, the Investor acknowledges that Investor has received and reviewed a copy of the SEC Reports and any other information required by Investor to make an investment decision with respect to the Shares. The Company will accept tenders of funds to purchase the Shares. The Company will close on investments on a "*rolling basis*," pursuant to the terms of the Offering Circular. As a result, not all investors will receive their Shares on the same date.

(c) This subscription may be accepted or rejected in whole or in part, for any reason or for no reason, at any time prior to the Termination Date, by the Company at its sole and absolute discretion. In addition, the Company, at its sole and absolute discretion, may allocate to Investor only a portion of the number of the Shares that Investor has subscribed for hereunder. The Company will notify Investor whether this subscription is accepted (whether in whole or in part) or rejected. If Investor's subscription is rejected, Investor's payment (or portion thereof if partially rejected) will be returned to Investor without interest and all of Investor's obligations hereunder shall terminate. In the event of rejection of this subscription in its entirety, or in the event the sale of the Shares (or any portion thereof) to an Investor is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for ***Section 5*** hereof, which shall remain in full force and effect.

(d) The terms of this Subscription Agreement shall be binding upon Investor and its permitted transferees, heirs, successors and assigns (collectively, the "**Transferees**"); provided, however, that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Company in advance an instrument in form acceptable to the Company in its sole discretion, pursuant to which the proposed Transferee shall acknowledge and agree to be bound by the representations and warranties of Investor and the terms of this Subscription Agreement. No transfer of this Agreement may be made without the consent of the Company, which may be withheld in its sole and absolute discretion.

2. Payment and Purchase Procedure. The Purchase Price shall be paid simultaneously with Investor's subscription. Investor shall deliver payment for the aggregate purchase price of the Shares by check, credit card, ACH deposit or by wire transfer to an account designated by the Company in ***Section 8*** below. The Investor acknowledges that, in order to subscribe for Shares, he must fully comply with the purchase procedure requirements set forth in ***Section 8*** below.

3. Representations and Warranties of the Company. The Company represents and warrants to Investor that the following representations and warranties are true and complete in all material respects as of the date of each Closing: (a) the Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, the Shares and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business; (b) The issuance, sale and delivery of the Shares in accordance with this Subscription Agreement have been duly authorized by all necessary corporate action on the part of the Company. The Shares, when issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable; (c) the acceptance by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon the Company's acceptance of this Subscription Agreement, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by the Company's certificate of incorporation, bylaws and the Delaware General Corporate Law in general.

4. Representations and Warranties of Investor. By subscribing to the Offering, Investor (and, if Investor is purchasing the Shares subscribed for hereby in a fiduciary capacity, the person or persons for whom Investor is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects, as of the date of each Closing:

(a) ***Requisite Power and Authority***. Investor has all necessary power and authority under all applicable provisions of law to subscribe to the Offering, to execute and deliver this Subscription Agreement and to carry out the provisions thereof. All actions on Investor's part required for the lawful subscription to the offering have been or will be effectively taken prior to the Closing. Upon subscribing to the Offering, this Subscription Agreement will be a valid and binding obligation of Investor, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (ii) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) ***Company Offering Circular and SEC Reports***. Investor acknowledges the public availability of the Company's Offering Circular which can be viewed on the SEC Edgar Database, under the CIK number 0001714420. This Offering Circular is made available in the Company's qualified offering statement on SEC Form 1-A, as amended, and was qualified by the SEC on March 12, 2018. Such Offering Circular was amended and restated pursuant to a Form 1-A POS Offering Circular filed with the SEC on June 11, 2018, as amended on June 15, 2018 and as further amended on June 25, 2018 and again qualified by the SEC on [July 26, 2018. In the Company's Offering Circular it makes clear the terms and conditions of the offering of Shares and the risks associated therewith are described. Investor has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Investor has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Investor acknowledges that except as set forth herein, no representations or warranties have been made to Investor, or to Investor's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(c) ***Investment Experience; Investor Determination of Suitability***. Investor has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of Investor's investment in the Shares, and to make an informed decision relating thereto. Alternatively, the Investor has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of Investor's investment in the Shares, and to make an informed decision relating thereto. Investor has evaluated the risks of an investment in the Shares, including those described in the section of the Offering Circular entitled "*Risk Factors*," and has determined that the investment is suitable for Investor. Investor has adequate financial resources for an investment of this character. Investor could bear a complete loss of Investor's investment in the Company.

(d) ***No Registration***. Investor understands that the Shares are not being registered under the Securities Act on the ground that the issuance is exempt under Regulation A of Section 3(b) of the Securities Act, and that reliance on such exemption is predicated in part on the truth and accuracy of Investor's representations and warranties, and those of the other purchasers of the Shares, in the offering. Investor further understands that, at present, the Company is offering the Shares solely by members of its management. However, the Company reserves the right to engage the services of a broker/dealer who is registered with the Financial Industry Regulatory Authority ("**FINRA**"). Accordingly, until such FINRA registered broker/dealer has been engaged as a placement or selling agent, the Shares may not be "*covered securities*" under the National Securities Market Improvement Act of 1996, and the Company may be required to register or qualify the Shares under the securities laws of those states in which the Company intends to offer the Shares. In the event that Shares are so registered or qualified, the Company will notify the Investor and all prospective purchasers of the Shares as to those states in which the Company is permitted to offer and sell the Shares. In the event that the Company engages a FINRA registered broker/dealer as placement or selling agent, and FINRA approves the compensation of such broker/dealer, then the Shares will no longer be required to be registered under state securities laws on the basis that the issuance thereof is exempt as an offer and sale not involving a registrable public offering in such state, as the Shares will be "*covered securities*" under the National Securities Market Improvement Act of 1996. The Investor covenants not to sell, transfer or otherwise dispose of any Shares unless such Shares have been registered under the applicable state securities laws in which the Shares are sold, or unless exemptions from such registration requirements are otherwise available.

(e) ***Illiquidity and Continued Economic Risk***. Investor acknowledges and agrees that there is no ready public market for the Shares and that there is no guarantee that a market for their resale will ever exist. The Company has no obligation to list any of the Shares on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Shares. Investor must bear the economic risk of this investment indefinitely and Investor acknowledges that Investor is able to bear the economic risk of losing Investor's entire investment in the Shares.

(f) ***Accredited Investor Status or Investment Limits*** . Investor represents that either:

(i) that Investor is an "*accredited investor*" within the meaning of Rule 501 of Regulation D under the Shares Act; or

(ii) that the Purchase Price, together with any other amounts previously used to purchase Shares in this offering, does not exceed Ten Percent (10%) of the greater of Investor's annual income or net worth (or in the case where Investor is a non-natural person, their revenue or net assets for such Investor's most recently completed fiscal year end).

Investor represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(g) ***Stockholder Information***. Within five (5) days after receipt of a request from the Company, Investor hereby agrees to provide such information with respect to its status as a stockholder (or potential stockholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject, including, without limitation, the need to determine the accredited investor status of the Company's stockholders. Investor further agrees that in the event it transfers any Shares, it will require the transferee of such Shares to agree to provide such information to the Company as a condition of such transfer.

(h) ***Valuation; Arbitrary Determination of Per Share Purchase Price by the Company***. Investor acknowledges that the Per Share Purchase Price of the Shares to be sold in this offering was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. Investor further acknowledges that future offerings of securities of the Company may be made at lower valuations, with the result that Investor's investment will bear a lower valuation.

(i) ***Domicile***. Investor maintains Investor's domicile (and is not a transient or temporary resident) at the address provided with Investors subscription.

(j) ***Foreign Investors***. If Investor is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. Investor's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Investor's jurisdiction.

(k) ***Fiduciary Capacity***. If Investor is purchasing the Shares in a fiduciary capacity for another person or entity, including without limitation a corporation, partnership, trust or any other entity, the Investor has been duly authorized and empowered to execute this Agreement and all other subscription documents. Upon request of the Company, Investor will provide true, complete and current copies of all relevant documents creating the Investor, authorizing its investment in the Company and/or evidencing the satisfaction of the foregoing

5. Indemnity. The representations, warranties and covenants made by Investor herein shall survive the closing of this Subscription Agreement. Investor agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by Investor to comply with any covenant or agreement made by Investor herein or in any other document furnished by Investor to any of the foregoing in connection with this transaction.

6. Governing Law; Jurisdiction; Waiver of Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of the Offering Circular, including, without limitation, this Subscription Agreement, shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Subscription Agreement and any documents included within the Offering Circular (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of Los Angeles. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of Los Angeles for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the documents included within the Offering Circular), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Subscription Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party hereto shall commence an action or proceeding to enforce any provisions of the documents included within the Offering Circular, then the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

7. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed on the date of such delivery to the address of the respective parties as follows, *if to the Company, to* Hightimes Holding Corp., 10990 Wilshire Boulevard, Penthouse, Los Angeles, CA 90024-3898, Attention: Adam E. Levin, Chief Executive Officer. If to Investor, at Investor's address supplied in connection with this subscription, or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by email shall be confirmed by letter given in accordance with (a) or (b) above.

8. Purchase Procedure. The Investor acknowledges that, in order to subscribe for Shares, he must, and he does hereby, deliver to the Company: (a) a fully completed and executed counterpart of the Signature Page attached to this Subscription Agreement; and (b) payment for the aggregate Purchase Price in the amount set forth on the Signature Page attached to this Agreement. Payment may be made by either check, wire, credit card or ACH deposits.

Please send checks to the Escrow Company. Please note on your check: "Hightimes Reg A+ offering"

Prime Trust
2300 West Sahara
Suite 1170
Las Vegas, NV 89102

Wire instructions to the Escrow Company:

Name and Address of Bank:
ABA # 122242869
Account# 0045181588
Prime Trust LLC
Prime Trust FBO PMB 899746
2300 w Sahara #1170
Las Vegas, NV 89102

For the benefit of: Hightimes Holding Corp.

9. Miscellaneous. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require. Other than as set forth herein, this Subscription Agreement is not transferable or assignable by Investor. The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Investor and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns. None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Investor. In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement. The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. This Subscription Agreement supersedes all prior discussions and agreements between the parties, if any, with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof. The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person. The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. In the event that either party hereto shall commence any suit, action or other proceeding to interpret this Subscription Agreement, or determine to enforce any right or obligation created hereby, then such party, if it prevails in such action, shall recover its reasonable costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and expenses and costs of appeal, if any. All notices and communications to be given or otherwise made to Investor shall be deemed to be sufficient if sent by e-mail to such address provided by Investor on the signature page of this Subscription Agreement. Unless otherwise specified in this Subscription Agreement, Investor shall send all notices or other communications required to be given hereunder to the Company via e-mail at *investors@yayyo.com*. Any such notice or communication shall be deemed to have been delivered and received on the first business day following that on which the e-mail has been sent (assuming that there is no error in delivery). As used in this ***Section 9***, the term "*business day*" shall mean any day other than a day on which banking institutions in the State of California are legally closed for business. This Subscription Agreement may be executed in one or more counterparts. No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10. Consent to Electronic Delivery of Notices, Disclosures and Forms. Investor understands that, to the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications (collectively, "**Communications**") regarding the Company, the Investor's investment in the Company and the shares of Class A Common Stock (including annual and other updates and tax documents) may be delivered by electronic means, such as by e-mail. Investor hereby consents to electronic delivery as described in the preceding sentence. In so consenting, Investor acknowledges that e-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Investor also acknowledges that an e-mail from the Company may be accessed by recipients other than the Investor and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. Neither the Company, nor any of its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act (collectively, the "**Company Parties**"), gives any warranties in relation to these matters. Investor further understands and agrees to each of the following: (a) other than with respect to tax documents in the case of an election to receive paper versions, none of the Company Parties will be under any obligation to provide Investor with paper versions of any Communications; (b) electronic Communications may be provided to Investor via e-mail or a website of a Company Party upon written notice of such website's internet address to such Investor. In order to view and retain the Communications, the Investor's computer hardware and software must, at a minimum, be capable of accessing the Internet, with connectivity to an internet service provider or any other capable communications medium, and with software capable of viewing and printing a portable document format ("**PDF**") file created by Adobe Acrobat. Further, the Investor must have a personal e-mail address capable of sending and receiving e-mail messages to and from the Company Parties. To print the documents, the Investor will need access to a printer compatible with his or her hardware and the required software; (c) if these software or hardware requirements change in the future, a Company Party will notify the Investor through written notification. To facilitate these services, the Investor must provide the Company with his or her current e-mail address and update that information as necessary. Unless otherwise required by law, the Investor will be deemed to have received any electronic Communications that are sent to the most current e-mail address that the Investor has provided to the Company in writing; (d) none of the Company Parties will assume liability for non-receipt of notification of the availability of electronic Communications in the event the Investor's e-mail address on file is invalid; the Investor's e-mail or Internet service provider filters the notification as "*spam*" or "*junk mail*"; there is a malfunction in the Investor's computer, browser, internet service or software; or for other reasons beyond the control of the Company Parties; and (e) solely with respect to the provision of tax documents by a Company Party, the Investor agrees to each of the following: (i) if the Investor does not consent to receive tax documents electronically, a paper copy will be provided, and (ii) the Investor's consent to receive tax documents electronically continues for every tax year of the Company until the Investor withdraws its consent by notifying the Company in writing.

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[SIGNATURE PAGE TO FOLLOW]

INVESTOR CERTIFIES THAT HE HAS READ THIS ENTIRE SUBSCRIPTION AGREEMENT AND THAT EVERY STATEMENT MADE BY THE INVESTOR HEREIN IS TRUE AND COMPLETE.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED. THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT, IN WHOLE OR IN PART, FOR ANY REASON OR FOR NO REASON, ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE DOLLAR AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

IN WITNESS WHEREOF, this Subscription Agreement is executed as of the _____ day of _____, 2018.

Number of Shares Subscribed For: _____

Total Purchase Price: $ _____

Signature of Investor: _____

Name of Investor: _____

Address of Investor: _____

Electronic Mail Address: _____

Investor's SS# or Tax ID#: _____

ACCEPTED BY: HIGHTIMES HOLDING CORP.

Signature of Authorized Signatory: _____

Name of Authorized Signatory: Adam E. Levin, Chairman of the Board of Directors and CEO

Date of Acceptance: _____, 2018.

[Signature Page to Subscription Agreement]

Exhibit 6.1

SELLING AGENT AGREEMENT

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

March 27, 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 with the Securities Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act") on Form 1-A (File No. 024-10794), and NMS Capital hereby agrees to act as the Company's managing Selling Agent.

Pursuant to this appointment, the Selling Agent's sole obligation shall be to use commercially reasonable efforts to process indications of interest forwarded to the Selling Agent or any sub-agents for the purchase of all or part of the Securities of the Company in the proposed Offering (the "Services"). 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 provide the Services subject to the conditions, set forth in the Offering Circular (as defined below). Notwithstanding the foregoing, the Selling Agent, except as otherwise provided in this Agreement, shall not 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. For the avoidance of doubt, 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 providing the Services 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 Offering, at the closing(s) (the "Closing" and the date on which each Closing occurs, each a "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 in the Offering 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 (as defined below in Section 3); (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 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 with the SEC pursuant to Regulation A of Section 3(6) of the Securities Act and qualified by the 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's management in connection with the Offering. The Securities to be offered by the Company directly to various investors (each, an "Investor" and, collectively, the "Investors") 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 an Investor 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 time and 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 Date of the Offering unless terminated by either party upon thirty (30) days written notice to the non-terminating party. 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 18 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 (and any information incorporated by reference), (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 of 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 Final 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. The Company will not 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, in the light of the circumstances under which they were made, 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 Final Offering Circular or any amendment thereof. The parties acknowledge and agree no information was provided by or on behalf of the Selling Agent (the "Sew 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 Disclosure Package 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 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 (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, 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. 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 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 which are not so disclosed.

xii. Subsequent to the respective dates as of which information is given in the Disclosure Package, and except as may otherwise be indicated or contemplated herein or disclosed in the Disclosure Package, 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 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, 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), earnings, properties, results of operations, business, assets or prospects of the Company or any Subsidiary, taken as a whoel, or materially interfere with the transactions contemplated by this Agreement (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 (each a "Subsidiary," collectively, the "Subsidiaries") have been disclosed in the Final Offering Circular.

C. No Stop Orders, etc. Neither the SEC nor, any federal or state regulatory authority has issued anyAorder 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. RBSM, LLP, an independent registered public accounting firm, during such time as it is 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.

E. Financial Statements. etc. The financial statements, including the notes thereto, of the Company included in the Disclosure Package 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 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 Disclosure Package, (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, the Company will have on the Closing Date the adjusted and fully-diluted stock capitalization set forth therein.

G. Valid Issuance or 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. 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 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.

H. Preemptive Rights. There are no preemptive rights or other rights (other than rights which have been waived in writing in connection with the transactions contemplated by this Agreement or otherwise satisfied) to subscribe for or to purchase any Securities being offered in this Offering.

I. 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.

J. 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; (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"); or (iii) will such action result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its properties, which conflict, breach, default or violation would reasonably be expected to have a Material Adverse Effect

K. Regulatory. Except as described in the Disclosure Package 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 to own or lease, as applicable, or to operate its properties and to carry on its businesses as described in the Disclosure Package ("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 and the Company has not received any notice of proceedings relating to revocation or modification of any such licenses, permits, certificates, consents, orders, approvals or authorizations, and all such licenses, permits, certificates, consents, orders, approvals and authorizations are in full force and effect. 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.

L. Environmental Laws. The Company (i) is in compliance with any and all applicable foreign, federal, state and local laws, orders, rules, regulations, directives, decrees and judgments relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of human health and safety or the environment which are applicable to their businesses ("Environmental Laws"), (ii) has received and is in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct its business; and (iii) is in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, result in a Material Adverse Change. There are no costs or liabilities associated with Environmental Laws (including, without limitations, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, individually or in the aggregate, result in a Material Adverse Change.

M . 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 any Subsidiary or, to the Company's knowledge, any executive officer or director.

N. Good Standing. The Company and the Subsidiaries are duly organized and validly existing as a corporation or limited liability company, as applicable, and are in good standing under the laws of the state of its incorporation, and are duly qualified to do business and 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.

O. Transactions A ITectine Disclosure to FINRA.

iii. Finder's Fees. There are no claims, payments, arrangements, agreements or understandings relating to the payment of a broker's or 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 Disclosure Package, 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 Subsidiaries, nor any of their 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 (the "Exchange Act"), 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. The information provided by the Company to the Selling Agent specifically for use by 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, and to the Company's knowledge, all information provided by the Company's officers and directors in their FINRA Questionnaires to the Selling Agent specifically is true, correct and complete in all material respects.

P. Foreign Corrupt Practices Act. Neither the Company nor any Subsidiary, nor to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary or any other person acting on behalf of the Company or any Subsidiary, 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 any Subsidiary (or assist it in connection with any actual or proposed transaction) that (i) might subject the Company or any Subsidiary 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 have a Material Adverse Change on the Company or any Subsidiary. 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.

Q. Compliance with OFAC. Neither of the Company or any Subsidiary, nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary or any other person acting on behalf of the Company or any Subsidiary, 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.

R. 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 or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

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

T. 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, will not be, required to register as an "investment company," as defined in the Investment Company Act of 1940, as amended.

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

V. Properties and Assets. The Company and each of its Subsidiaries, has good and marketable title to all properties and assets owned by it, free and clear of all liens, charges, encumbrances or restrictions; all of the leases and subleases material to the business of the Company or any Subsidiary, and under which it holds properties are in full force and effect, and neither the Company nor any Subsidiary has notice of any assertion by anyone adverse to the rights of the Company or its Subsidiaries under any of the leases or subleases referenced above, or affecting or questioning the right of the Company or its Subsidiaries to the continued possession of the leased or subleased premises under any such lease or sublease; the respective agreements to which the Company or any Subsidiary is a party are valid and enforceable in accordance with their terms, except in all cases to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the enforcement of creditors' rights and remedies generally and the availability of the equitable remedy of specific performance and injunctive relief is subject to the discretion of the court before which the proceedings may be brought; and, to the Company's knowledge, the other contracting party or parties thereto are not in breach or default under any of such agreements.

W. Intellectual Property Rights. The Company and each Subsidiary has, or to the Company's knowledge, 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 Disclosure Package. Neither the Company nor any Subsidiary has 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 any Subsidiary; or (C) assertions that any Intellectual Property of the Company or any Subsidiary is invalid or otherwise inadequate to protect the interest of the Company or any Subsidiary, that in each case (if the subject of any unfavorable decision, ruling or finding), would 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 or any Subsidiary. 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 any Subsidiary or (B) challenging the Company or any of its Subsidiaries" rights in or to any Intellectual Property or (C) that the Company or any Subsidiary materially infringes, misappropriates or otherwise violates or conflicts with any Intellectual Property or other proprietary rights of others. The Company and each Subsidiary has complied in all material respects with the terms of each agreement described in the Disclosure Package pursuant to which any Intellectual Property is licensed to the Company or any Subsidiary, and all such agreements related to products currently made or sold by the Company or any Subsidiary, or to product candidates currently under development, are in full force and effect.

X. Taxes. The Company and each Subsidiary 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 and each Subsidiary 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 or any Subsidiary, except for such exceptions as could not be expected, , 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 or any Subsidiary, 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 or any Subsidiary. 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.

Y. 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 has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

Z. Insurance. The Company and each Subsidiary maintains insurance of the types and in the amounts reasonably necessary to operate its business including, but not limited to, insurance covering real and personal property owned or leased by it against theft, damage, destruction, acts of vandalism, liability and malpractice and all other risks customarily insured against, and such fidelity bonds as may be required under applicable law, and all of which insurance is in full force and effect.

AA. 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.

BB. 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 and Securities Act Regulations that would require the registration of any such securities under the Securities Act and Securities Act Regulations.

CC. Confidentiality and Non-Competition. No director, officer, key employee or consultant of the Company is subject to any confidentiality, non-disclosure, 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 or 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.

viii. The Company has filed with the SEC the Final Offering Circular, as approved by the Selling Agent, pursuant to Rule 253 of Regulation A.

ix. 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 Securities 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.

x. 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, or any state or provincial regulatory authority, 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 or Disclosure Package untrue in any material respect or that requires the making of any changes in the Offering Circular or Disclosure Package 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 Securities 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, 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 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.

xi. [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.] [NTD: Is this applicable given the earlier rep that the Company has not engaged in TWC?]

xii. 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.

xiii. 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.

xiv. 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, in their opinion, the Offering Circular and each amendment thereto, as of the date of this certificate, did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein, in light of the circumstances in which they were made, not misleading, (ii) no event has occurred which should have been set forth in a supplement or amendment to the Disclosure Package that was not included in the Disclosure Package, (iii) the representations and warranties of the Company contained in the Agreement were, when originally made, and are as of the date of this certificate, true and correct in all material respects, (iv) no order suspending the effectiveness of the Offering Circular and Final Offering Circular, or of any part thereof has been issued, and no proceedings for that purpose have been instituted or are pending, or to the knowledge of the Company, threatened and (v) there has not been, subsequent to the date of the most recent audited financial statements included in the Disclosure Package, any Material Adverse Change to the Company.

xv. 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 or rescinded 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 or rescinded; 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. Legal Opinion. At each Closing Date, the Selling Agent shall have received the favorable opinions of CKR Law LLP, counsel to the Company, addressed to the Selling Agent, in form and substance reasonably satisfactory to counsel to the Selling Agent.

D. Payment of Expenses. The Company shall have paid, or made arrangements satisfactory to the Selling Agent for the payment of, all such expenses as may be required by Section 2B hereof.

E. 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"). [NTD: Need to attach exhibit]

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 or Section 20 of the Exchange 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 Offering Circular or Disclosure Package, 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 Information. 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. 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 Disclosure Package 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 solely with respect to untrue statements or omissions, or alleged untrue statements or omissions made in the Disclosure Package or any amendment or supplement thereto, in reliance upon, and in strict conformity with, the Selling Agent Information.

C. 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 indemnifying party in writing; provided that failure by any Indemnified Person so to notify the indemnifying party shall not relieve the indemnifying party from any obligation or liability which the indemnifying party 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 indemnifying party shall, if requested by the Indemnified Person, assume the defense of any such action (including the employment of counsel and reasonably satisfactory to the Indemnified Person). 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 indemnifying party has failed promptly to assume the defense and employ counsel for the benefit of the Indemnified Person 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 indemnifying party 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 indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel), representing the Indemnified Person and all Indemnified Persons who are parties to such action. The indemnifying party shall not be liable for any settlement of any action effected without its written consent (which shall not be unreasonably withheld). In addition, the indemnifying party shall not, without the prior written consent of the Indemnified Party, 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 indemnifying party 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).

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.

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 Investors 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, Sections 2, 7, 9, 10, 11, 12, 18 and 19, shall not terminate and shall remain in full force and effect at all times.

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 E. Levin
Name: Adam E. Levin
Title: CEO

Agreed and accepted as of the date first above written.

NMS CAPITIAL ADVISORS, INC.

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

EXHIBIT A

CONFLICT WAIVER

[To be updated]

Exhibit 6.2

Amendment No. 1 to Selling Agent Agreement

August 13, 2018

Reference is made to the Selling Agent Agreement, dated March 27, 2018 (the "Selling Agent Agreement"), by and between NMS Capital Advisors, LLC ("NMS") and Hightimes Holding Corp. (the "Company"). All capitalized terms used in this Amendment No. 1 to the Selling Agent Agreement (this "Amendment") and not otherwise defined herein shall have the respective meanings assigned to such terms in the Selling Agent Agreement. NMS and the Company agree as follows:

A. Amendments to Selling Agent Agreement. The Selling Agent Agreement is amended as follows:

1. The first and second sentences of Section 3 shall be deleted in their entirety and replaced with the following:

"The Company's Form 1-A, as amended, 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 by the United States Securities and Exchange SEC ("SEC") on March 12, 2018 and re-qualified by the SEC on July 26, 2018.

2. The third sentence of Section 7Ai shall be deleted in its entirety and replaced with the following:

""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 July 26, 2018 pursuant to Regulation A of the Securities Act Regulations."

3. Section 7Aii shall be deleted in its entirety and replaced with the following:

"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, (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") filed with the SEC on April 9, 2018, (iv) the Company's Form 1-U Current Report filed with the SEC on June 28, 2018, and (v) any Form 1-U filed by the Company with the SEC subsequent to the date of the Final Offering Circular through and including the termination of the Offering."

B. No Other Amendments. Except as set forth above, all the terms and provisions of the Selling Agent Agreement shall continue in full force and effect. All references to Selling Agent Agreement from the date hereof shall mean the Selling Agent Agreement, as amended by this Amendment.

C. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment by one party to the other may be made by facsimile or email transmission.

D. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of California without regard to the principles of conflicts of laws.

[Remainder of page intentionally left blank.]

If the foregoing correctly sets forth the understanding between us, please so indicate in the space provided below for that purpose.

Very truly yours,

NMS CAPITAL ADVISORS, LLC

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

ACKNOWLEDGED AND AGREED:

HIGHTIMES HOLDING CORP.

By: /s/ Adam E. Levin
Name: Adam E. Levin
Title: CEO

TERMINATION AND MUTUAL RELEASE AGREEMENT

This Termination and Mutual Release Agreement (the "Agreement") is made and entered into as of July 31, 2018 (the "**Effective Date**") by and among (i) **Origo Acquisition Corporation**, a Cayman Islands company (including the Successor from and after the Conversion (as defined below), "**OAC**"), (ii) **Hightimes Holding Corp.**, a Delaware corporation (the "**Company**"), (iii) **HTHC Merger Sub, Inc**., a Delaware corporation and a newly-formed wholly-owned subsidiary of OAC ("**Merger Sub**"), and (iv) **Jose Aldeanueva**, solely in the capacity as the OAC Representative pursuant to the designation in Section 10.13 (the "**OAC Representative**"). OAC, the Company, Merger Sub and the OAC Representative is hereinafter sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**."

WITNESSETH:

A. The Parties are the signatories to that certain Merger Agreement, dated July 24, 2017, among the Parties, as amended by a first amendment, dated as of September 27, 2017, as amended by a second amendment, dated as of February 28, 2018 and as further amended by a third amendment, dated as of May 22, 2018 (collectively, the "**Merger Agreement**"); and

B. Under the terms of the Merger Agreement, the Company is entitled upon written notice to OAC to terminate the Merger and the Merger Agreement, immediately upon written notice given by the Company to OAC, at any time from and after April 15, 2018; and

C. The Company desires to exercise its right to terminate the Merger Agreement

NOW, THEREFORE, in consideration of the premises set forth above, the Parties hereby agree as follows:

1. **Definitions.** Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the same meaning as they are defined in the Merger Agreement.

2. **Termination of Merger Agreement and Merger.** The Company hereby exercises its unilateral right under the Merger Agreement to terminate the Merger Agreement, the proposed Merger and all of the other transactions contemplated by the Merger Agreement. The other Parties hereto do hereby acknowledge such termination and do hereby agree to the terms and conditions set forth herein. Each of the Parties do hereby agree that the Merger Agreement, the proposed Merger and all other Transaction Documents, be, and the same hereby are, terminated and without any further force or effect.

3. **Mutual Release of All Claims.**

(a) As used in this Agreement, the term "Claims" shall include all claims, covenants, warranties, promises, payments, debts, obligations, compensation, fees, expenses, actions, suits, causes of action, attorneys' fees, accounts, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise, whether or not contemplated by the Merger Agreement or any other act or omission of any of the Parties.

(b) Upon the Effective Date, the Company on behalf of itself and its officers, directors, stockholders, successors, and assigns, does hereby fully and forever release, remise and discharge each of OAC, Merger Sub and the OAC Representative and their respective current and former trustees, officers, directors, shareholders, partners, employees, attorneys and agents, and their predecessors, successors and assigns, and of each of the foregoing in their official and personal capacities (all of whom are expressly deemed third-Party beneficiaries hereof) (collectively, the "**OAC Group**") from any and all Claims arising out of or in any way related to the Merger Agreement, the Merger, the Transaction Documents or the prior business dealings among the Parties or their Affiliates.

(c) Each of OAC, Merger Sub and the OAC Representative, on behalf of itself and himself and each other member of the OAC Group, does hereby fully and forever release, remise and discharge each of the Company and its current and former members, trustees, officers, directors, shareholders, partners, employees, attorneys and agents, and their predecessors, successors and assigns, and of each of the foregoing in their official and personal capacities (all of whom are expressly deemed third-Party beneficiaries hereof) (collectively, the "**Company Group**") from any and all Claims arising out of or in any way related to the Merger Agreement, the Merger, the Transaction Documents or the prior business dealings among the Parties or their Affiliates.

4. **No Admissions**. Nothing contained herein shall be construed as an admission of any Party of any liability to any other Party. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Agreement.

5 . **Non-Disparagement and Confidentiality**. Each of the Parties agree not to disparage the other Party or Parties or their respective members of the OAC Group or the Company Group. Each of the Parties further agrees to maintain the confidentiality of this Agreement and to refrain from disclosing or making reference to the terms thereof, except for such disclosures as may be required pursuant to applicable law, rule or regulation, in response to a subpoena or other legal process, in connection with an action to enforce the terms of this Agreement, or with their accountants or attorneys.

6 . **Binding Nature**. The Parties agree that this Agreement and all of its terms shall be binding upon their respective successors and assigns licensees.

7 . **Governing Law**. The terms of this Agreement and all rights and obligations of the Parties, including its enforcement, shall be interpreted and governed by the laws of the State of New York, without regard to conflict of law principles.

8 . **Headings**. Titles and captions contained in this Agreement are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions are intended in no way to define, limit, expand, or describe the scope of this Agreement or the intent of any other provision hereof.

9 . **Integrated Agreement**. The terms contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto, whether written or oral. The Parties represent that in executing this Agreement, they have not relied upon any representation or statement not set forth herein. The provisions of this Agreement may be waived, modified, amended or repealed, in full or in part, only upon the express written consent of all Parties. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by the waiving Party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

10. **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.

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

12. **Execution and Counterparts**. This Agreement may be executed in counterparts. Such counterparts, when taken together, shall constitute the agreement between the Parties. Electronic, photographic and/or fax copies of such signed counterparts may be used in lieu of the originals of this Agreement for any purpose.

13. **Agreement Read by Parties.** Each Party has read this Agreement and fully understands all of the terms used and their significance. Each Party hereto represents and warrants to and for the benefit of each other Party that it has been represented by legal counsel of his, its own choice in the negotiation and preparation of this Agreement, and that this Agreement is executed voluntarily without duress or undue influence on the part or on behalf of any other Party.

****

Signature page follows

IN WITNESS WHEREOF, the Parties have executed this Termination and Mutual Release Agreement, as of the Effective Date first above written.

OAC:

ORIGO ACQUISITION CORPORATION

By: /s/ Edward J. Fred
Name: Edward J. Fred
Title: Chief Executive Officer

The Company:

HIGHTIMES HOLDING CORP.

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

Merger Sub:

HTHC MERGER SUB, INC.

By: /s/ Edward J. Fred
Name: Edward J. Fred
Title: President

The OAC Representative:

/s/ Jose Aldeanueva
Jose Aldeanueva, in the capacity hereunder as the OAC Representative

PrimeTrust

FORM AGREEMENT

ESCROW SERVICES AGREEMENT

This Escrow Services Agreement (this "Agreement") is made and entered into as of August 13, 2018, by and between Prime Trust, LLC ("Prime Trust", or "Escrow Agent"), High Times Holding Corp ("Issuer"), and NMS Capital Advisors, LLC ("Broker").

RECITALS

WHEREAS, Issuer proposes to offer for sale to investors as disclosed in its offering materials (the "Offering"), securities pursuant to either a) Rule 506 promulgated by the U.S. Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended (the "Act"); b) Regulation A+ promulgated by the SEC as modified by final rules adopted per Title IV of the Jumpstart Our Business Startups (JOBs) Act; or c) another federal or state exemption from registration, either directly ("issuer direct") and/or through one or more registered broker-dealers as a selling group ("Syndicate"), the equity and/or debt securities of Issuer (the "Securities") in the amount of at least $5,000,000 USD (the "Minimum Amount of the Offering") and up to the maximum amount of $50,000,000 USD (the "Maximum Amount of the Offering").

WHEREAS, Issuer has engaged NMS Capital Advisors, LLC, a registered broker-dealer with the Securities Exchange Commission and member of the Financial Industry Regulatory Authority, to serve as placement agent/underwriter for the Offering.

WHEREAS, Issuer and Broker desire to establish an Escrow Account in which funds received from prospective investors ("Subscribers") will be held during the Offering, subject to the terms and conditions of this Agreement. Prime Trust agrees to serve as Escrow Agent with respect to such Escrow Account in accordance with the terms and conditions set forth herein to be held at a FDIC insured bank (the "Bank"), in a segregated account as defined below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, it is hereby agreed as follows:

1. **Establishment of Escrow Account.** Prior to the date the offering commences (the "Commencement Date"), the Escrow Agent shall establish an account at the Bank, for the benefit of investors in the offering (the "Escrow Account"). The Escrow Account shall be a segregated, deposit account at the Bank. All parties agree to maintain the Escrow Account and escrowed funds in a manner that is compliant with SEC Rules I Ob-9 and 15c2-4, promulgated under the Securities Exchange Act of 1934, as amended.

2. **Escrow Period.** The Escrow Period shall begin on the Commencement Date and shall terminate in whole or in part upon the earlier to occur of the following:

    a. The date upon which subscription amounts for the Minimum Amount of the Offering required to be sold have been deposited and cleared in the Escrow Account. The Escrow Account shall remain open pending receipt of Securities to meet the Maximum Amount of the Offering; or

b. Until September 12, 2018 (the "Termination Date"); or

c. The date upon which a determination is made by Issuer and/or its authorized representatives to terminate the Offering prior to closing.

During the Escrow Period, the parties agree that (i) Escrow Account and escrowed funds will be held for the benefit of the Subscribers, and that (ii) the Issuer is not entitled to any funds received into escrow, and that no amounts deposited into the Escrow Account shall become the property of Issuer or any other entity, or be subject to any debts, liens or encumbrances of any kind of Issuer or any other entity, until the Issuer has triggered closing of such funds. Even after the sale of securities to investors, the Issuer may elect to continue to leave funds in the Escrow Account in order to protect investors as needed.

In addition, the parties acknowledge that the total funds raised cannot exceed the Maximum Amount of the Offering permitted by the offering materials. Issuer represents that no funds have yet been raised for the Issuer and that all funds to be raised for the Offering will be deposited in the Escrow Account established by Prime Trust at the Bank.

3. **Deposits into the Escrow Account.** All Subscribers will be instructed by Issuer and Broker as well as their respective agents to transfer funds by wire, check, credit card or ACH deposit into the Escrow Account. Escrow Agent shall cause the Bank to process all Escrow Amounts for collection through the banking system and shall maintain an accounting of each deposit posted to its ledger, which also sets forth, among other things, each Subscriber's name and address, the quantity of Securities purchased, and the amount paid. All monies so deposited in the Escrow Account and which have cleared the banking system are hereinafter referred to as the "Escrow Amount." Issuer or its agents shall promptly, concurrent with any new or modified subscription, provide Escrow Agent with a copy of the Subscriber's signed subscription agreement and other information as may be reasonably requested by Escrow Agent in the performance of its duties under this Agreement. As required by government regulations pertaining to the US Treasury, Homeland Security, the Internal Revenue Service and the SEC, federal law requires financial institutions to obtain, reasonably verify and record information that identifies each person (natural person or legal entity, including its authorized persons) who funds and executes securities transactions. Information requested of the Issuer and Subscribers will be typical information requested in the gathering and verification guidelines and best practices promulgated by anti-money laundering ("AML") rules and regulations and those regulat01y agencies that enforce them. Escrow Agent is under no duty or responsibility to enforce collection of any wire, check, credit cardor ACH delivered to it hereunder. Issuer shall assist Escrow Agent with clearing any and all AML and ACH exceptions. Funds may be deposited in the escrow account by check, credit card, wire or ACH deposit. Wire instructions are:

Name and Address of Bank:
ABA# 122242869
Account No. 0045181588
Prime Trust LLC
Prime Trust FBO PMB 899746
2300 w Sahara #1170
Las Vegas, NV 89102
For the benefit of: Hightimes Holding Corp.

Funds Hold-clearing, settlement and risk management policy: All parties agree that funds are considered "cleared" as follows:

* Wires-24 hours after receipt of funds
* Checks -10 days after deposit
* ACH-As transaction must clear in a manner similar to checks, and as Federal regulations provide investors with 60 days to recall funds, for risk reduction and protection the Escrow Agent will agree to release, starting 10 calendar days after receipt and so long as the offering is closed, the greater of 94% of funds or gross funds less ACH deposits still at risk of recall. Of course, regardless of this operating policy, Issuer remains liable to immediately and without protestation or delay return to Prime Trust any funds recalled pursuant to Federal regulations.

- Credit Cards – 24 hours after receipt of funds from the bank.

Escrow Agent reserves the right to deny, suspend or terminate participation in the Escrow Account of any Subscriber to the extent Escrow Agent deems it advisable or necessary to comply with applicable laws or to eliminate practices that are not consistent with securities industry laws, rules, regulations or best practices. Escrow Agent may at any time reject or return funds to any Subscriber (i) that do not clear background checks (anti-money laundering, USA PATRIOT Act, social security number issues, etc.) to the satisfaction of Escrow Agent, in its sole and absolute discretion, or, (ii) for which Escrow Agent determines, in its sole discretion, that it would be improper or unlawful for Escrow Agent to accept or hold the applicable Subscriber's funds, as Escrow Agent, due to, among other possible issues, issues with the Subscriber or the source of the Subscriber's funds. Escrow Agent shall promptly inform Issuer of any such return or rejection.

4. **Disbursements from the Escrow Account.** In the event Escrow Agent does not receive written instructions from the Issuer and Broker to release funds from Escrow on or prior to the termination of the Escrow Period, Escrow Agent shall terminate Escrow and make a full and prompt return of funds so that refunds are made to each Subscriber in the exact amount received from said Subscriber, without deduction, penalty, or expense to Subscriber. In the event Escrow Agent receives cleared funds for the Minimum Amount of the Offering prior to the termination of the Escrow Period and Escrow Agent receives a written instruction from Issuer and Broker (generally via notification in the application programming interface ("API")), Escrow Agent shall, pursuant to those instructions, move funds to a Prime Trust Business custodial account in the name of Issuer, the agreement for which is hereby incorporated into this Agreement by reference and will be considered duly signed upon execution of this Agreement, to perform cash management and reconciliation on behalf of Issuer and for Issuers wholly owned funds, to make any investments as directed by Issuer, as well as to make disbursements if and when requested. Issuer acknowledges that there is a one business day processing time once a request has been received to break Escrow or otherwise move funds into Issuers Prime Trust custodial account. Issuer hereby irrevocably authorizes Prime Trust to deduct any fees owed to it, as well as to any third parties (and remit funds to such parties) from the Issuers wholly owned gross funds in the custodial account, if and when due. Furthermore, Issuer directs Escrow Agent to accept instructions regarding fees from any registered securities broker in the syndicate, if any.

5. **Collection Procedure.** Escrow Agent is hereby authorized, upon receipt of Subscriber funds not transmitted directly into the Escrow Account, to promptly deposit them in the Escrow Account. Any Subscriber funds which fail to clear or are subsequently reversed, including but not limited to ACH charge-backs and wire recalls, shall be debited to the Escrow Account, with such debits reflected on the escrow ledger. Any and all fees paid by Issuer for funds receipt and processing are non refundable, regardless of whether ultimately cleared, failed, rescinded, returned or recalled. In the event of any Subscriber refunds, returns or recalls after funds have already been remitted to Issuer, then Issuer hereby irrevocably agrees to immediately and without delay or dispute send equivalent funds to Escrow Agent to cover the refund, return or recall. If Issuer and/or Broker has any dispute or disagreement with its Subscriber then that is separate and apart from this Agreement and Issuer will address such situation directly with said Subscriber, including taking whatever actions necessary to return such funds to Subscriber, but Issuer shall not involve Escrow Agent in any such disputes.

6. **Escrow Administration Fees, Compensation of Escrow Agent.** Escrow Agent will charge Escrow Administration Fees to Issuer as listed on Schedule A and attached hereto. No fees, charges or expense reimbursements of Escrow Agent are reimbursable, and are not subject to pro-rata analysis. All fees and charges, if not paid by a representative of Issuer (e.g. funding platform, lead syndicate broker, etc.), may be made via either the Issuer's credit card or ACH information on file with Prime Trust. It is acknowledged and agreed that no fees, reimbursement for costs and expenses, indemnification for any damages incurred by the Issuer or the Escrow Agent shall be paid out of or chargeable to the investor funds on deposit in the escrow account.

7. **Representations and Warranties.** Each the Issuer and Broker covenant and make the following representations and warranties to Escrow Agent:

   a. It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

   b. This Agreement has been duly approved by all necessary actions, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

   c. The execution, delivery, and performance of this Agreement is in accordance with the agreements related to the Offering and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the agreements related to the Offering, to which it is a party or any of its property is subject.

   d. The Offering shall contain a statement that Escrow Agent has not investigated the desirability or advisability of investment in the Securities nor approved, endorsed or passed upon the merits of purchasing the Securities; and the name of Escrow Agent has not and shall not be used in any manner in connection with the Offering of the Securities other than to state that Escrow Agent has agreed to serve as escrow agent for the limited purposes set forth in this Agreement.

   e. No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

   f. It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit.

   g. Its business activities are in no way related to Cannabis, gambling, pornography, or firearms.

   h. The Offering complies in all material respects with the Act and all applicable laws, rules and regulations.

Each Issuer and Broker agree that all of the covenants, representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Escrow Funds.

8. **Term and Termination.** This Agreement will remain in full force during the Escrow Period. Even after this Agreement is terminated, certain provisions will remain in effect, including, but not limited to, items 3, 4, 5, 8, 9, 10, 11 and 12 of this Agreement.

9. **Binding Arbitration, Applicable Law and Venue, Attorneys Fees:** This Agreement is governed by, and will be interpreted and enforced in accordance with the regulations of the SEC and trust and banking laws of the State of Nevada, without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, pursuant to the rules of the American Arbitration Association, with venue in Clark County, Nevada. Each of the parties hereby consents to this method of dispute resolution, as well as jurisdiction, and waives any right it may have to object to either the method, venue or jurisdiction for such claim or dispute. Any award an arbitrator makes will be final and binding on all parties and judgment on it may be entered in any court having jurisdiction. Furthermore, the prevailing party shall be entitled to recover damages plus reasonable attorney's fees.

10. **Liability.** The Escrow Agent shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of willful misconduct or gross negligence. The Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Amounts, the Fund or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Fund or any part thereof.

11. **Indemnity.** Issuer agrees to defend, indemnify and hold Escrow Agent and its related entities, directors, employees, service providers, advertisers, affiliates, officers, agents, and partners and third-party service providers (collectively "Escrow Agent Indemnified Parties") harmless from and against any loss, liability, claim, or demand, including attorney's fees (collectively "Expenses"), made by any third party due to or arising out of (i) this Agreement or a breach of any provision in this Agreement, or (ii) any change in regulation or law, state or federal, and the enforcement or prosecution of such as such authorities may apply to or against Issuer. This indemnity shall include, but is not limited to, all Expenses incurred in conjunction with any interpleader that Escrow Agent may enter into regarding this Agreement and/or third-party subpoena or discovery process that may be directed to Escrow Agent Indemnified Parties. It shall also include any action(s) by a governmental or trade association authority seeking to impose criminal or civil sanctions on any Escrow Agent Indemnified Parties based on a connection or alleged connection between this Agreement and Issuers business and/or associated persons. These defense, indemnification and hold harmless obligations will survive termination of this Agreement. Escrow Agent reserves the right to control the defense of any such claim or action and all negotiations for settlement or compromise, and to select or approve defense counsel, and Issuer agrees to fully cooperate with Escrow Agent in the defense of any such claim, action, settlement, or compromise negotiations.

12. **Entire Agreement, Severability and Force Majeure.** This Agreement contains the entire agreement between the parties hereto regarding the Escrow Account. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Furthermore, no party shall be responsible for any failure to perform due to acts beyond its reasonable control, including acts of God, terrorism, shortage of supply, labor difficulties (including strikes), war, civil unrest, fire, floods, electrical outages, equipment or transmission failures, internet interruptions, vendor failures (including information technology providers), or other similar causes.

PrimeTrust

13. **Changes.** Escrow Agent may, at its sole discretion, comply with any new, changed, or reinterpreted regulatory or legal rules, laws or regulations, and any interpretations thereof, and without necessity of notice, to modify either this Agreement and/or the Escrow Account to comply or conform to such changes or interpretations. Furthermore, all parties agree that this Agreement shall continue in full force and be valid, unchanged and binding upon any successors of Prime Trust, Issuer and Broker. Changes to this Agreement will be sent to you via email.

14. **Notices.**

    a. Any communication in connection with this agreement must be in writing and, unless otherwise stated, may be given:

        ii) in person, by post or fax; or

        iii) by e-mail or other electronic communication.

    b. Such communications shall be addressed as follows:

        To Escrow Agent: escrowla!primetrust.com

        To Issuer: Investor@hightimes.com

        To Broker: ARTHUR.MANSOURIAN@NMSCAPITAL.COM

    c. Any party may change their notice or email address and/or facsimile number by giving written notice thereof in accordance with this Paragraph. All notices hereunder shall be deemed given: (1) if served in person, when served; (2) if sent by facsimile or email, on the date of transmission if before 6:00 p.m. Eastern time, provided that a hard copy of such notice is also sent by either a nationally recognized overnight courier or by U.S. Mail, first class; (3) if by overnight courier, by a nationally recognized courier which has a system of providing evidence of delivery, on the first business day after delivery to the courier; or (4) if by U.S. Mail, on the third day after deposit in the mail, postage prepaid, certified mail, return receipt requested.

15. **Limited Capacity of Escrow Agent.** This Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent acts hereunder as an escrow agent only and is not associated, affiliated, or involved in the business decisions or business activities of Issuer, Broker, or Subscriber. Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness, or validity of the subject matter of this Agreement or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or depositing such subject matter. Escrow Agent shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, instruction, or request furnished to it hereunder, including, without limitation, the authority or the identity of any signer thereof, believed by it to be genuine, and Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction, or request. Escrow Agent shall in no way be responsible for notifying, nor shall it be responsible to notify, any party thereto or any other party interested in this Agreement of any payment required or maturity occurring under this Agreement or under the terms of any instrument deposited herewith. Escrow Agent's entire liability and exclusive remedy in any cause of action based on contract, tort, or otherwise in connection with any services furnished pursuant to this Agreement shall be limited to the total fees paid to Escrow Agent by Issuer.

PrimeTrust

16. **Counterparts; Facsimile; Email; Signatures; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, and delivered by email in .pdf format, which shall be binding upon each signing patty to the same extent as an original executed version hereof.

17. **Substitute Form W-9:** Taxpayer Identification Number certification and backup withholding statement.

18. **PRIVACY ACT STATEMENT:** Section 6109 of the Internal Revenue Code requires you (Issuer) to provide us with your correct Taxpayer Identification Number (TIN).

    Name of Business: High Times Holdings Corp

    Tax Identification Number: 81-4706993

Consent is Hereby Given: By signing this Agreement electronically, Issuer explicitly agrees to receive documents electronically including its copy of this signed Agreement and the Business Custodial Agreement as well as ongoing disclosures, communications, and notices.

Agreed by the undersigned as of the date set forth above by and between:

Issuer:

/s/ David Newberg
By: David Newberg
Tittle: VP Finance

Prime Trust, LLC

By: Whitney White
Title: COO

Broker:

By: Arthur Mansourian
Title: Vice President