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

FORM 1-U

Current Report Pursuant to Regulation A

Date of Report: August 14, 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 9. OTHER EVENTS

Amendments to ExWorks Loan

On August 14, 2018, Hightimes Holding Corp., a Delaware corporation (the "Company"), and its direct and indirect subsidiaries (collectively, the "Borrowers") entered into a fourth amendment to the loan and security agreement, effective as of July 27, 2018 (the "Fourth Amendment") with ExWorks Capital Fund I, L.P. ("ExWorks") pursuant to which ExWorks made an additional loan advance of $1,200,000 to the Borrowers thus increasing the Borrowers outstanding indebtedness to ExWorks from $13,000,000 to $14,200,000 (the "$14,200,000 Amended and Restated Note"). In connection with the Fourth Amendment, ExWorks received a fee of $60,000 and the Borrowers executed an amended and restated senior secured convertible note in the principal amount of $14,200,000. Under the terms of the Fourth Amendment, the $1,200,000 advance was due and payable on August 10, 2018. On August 31 2018, the Borrowers and ExWorks entered into a fifth amendment to the loan and security agreement (the "Fifth Amendment"), whereby ExWorks agreed to extend the date under which the $1,200,000 advance provided in the Fourth Amendment is due and payable to September 14, 2018.

A copy of the Fourth Amendment, the $14,200,000 Amended and Restated Note and the Fifth Amendment are filed as Exhibits 6.1, 6.2 and 6.3, 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.

Investor Presentation

On August 29, 2018, we hosted an investor presentation (the "Investor Presentation"), which can be viewed on YouTube at https://www.youtube.com/user/HIGHTIMESPresents. A copy of the power point presentation which was discussed at the Investor Presentation was filed as Exhibit 15.2 to Post-Qualification Amendment No. 4 to our Offering Circular on Form 1-A filed with the SEC on July 6, 2018.

Amendment No. 1 to Selling Agent Agreement

On August 31, 2018, we entered into amendment no. 1 to the selling agent agreement ("Amendment No. 1") with NMS Capital Advisors, LLC. The purpose of Amendment No. 1 was to update certain definitions in the selling agent agreement. A copy of Amendment No. 1 is attached as Exhibit 6.4 hereto and is incorporated herein by reference.

Extension of Termination Date of the Offering

On September 11, 2018, the board of directors of the Company elected to extend the outside termination date of the Offering from September 12, 2018 to October 31, 2018. Accordingly, the Offering will terminate on the first to occur of (i) the date on which all 4,545,454 shares are sold, or (ii) October 31, 2018, (in each case, the "Termination Date"). In conjunction with the Termination Date extension, the Company has updated the form of investor subscription agreement (the "Subscription Agreement") for the Offering to (i) reflect the extended Termination Date and (ii) direct investors the Company's Current Report on Form 1-U dated August 13, 2018 and this Current Report on Form 1-U, both of which supplement disclosures contained in the Company's Offering Circular. The Subscription Agreement is attached as Exhibit 6.5 hereto and is 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: September 11 2018

Exhibits to Form 1-U

Index to Exhibits

Exhibit No.	Description
6.1	Fourth Amendment to Loan and Security Agreement, effective July 27, 2018, between ExWorks Capital Fund I, L.P.and Hightimes Holding Corp. and subsidiaries (the "Borrowers")
6.2	Amended and Restated $14,200,000 Senior Secured Convertible Note, dated July 27, 2018, issued by the Borrowers to ExWorks Capital Fund I, L.P.
6.3	Fifth Amendment to Loan and Security Agreement, dated August 31, 2018, between ExWorks Capital Fund I, L.P. and the Borrowers.
6.4	Amendment No. 1 to Selling Agent Agreement, dated August 31, 2018, between NMS Capital Advisors, LLC and Hightimes Holding Corp.
6.5	Updated Form of Investor Subscription Agreement.

Exhibit 6.1

Execution Version

FOURTH AMENDMENT TO
LOAN AND SECURITY AGREEMENT

ExWorks Capital Fund I, L.P., a Delaware limited partnership ("Lender") and Hightimes Holding Corp., a Delaware corporation ("Parent"), Trans-High Corporation, a New York corporation ("Trans-High"), High Times Productions, Inc., a New York corporation, Cannabis Business Digital, LLC, a New York limited liability company, High Times, Inc., a New York corporation, New Morning Productions, Inc., a New York corporation, Hemp Times, Inc., a New York corporation, Planet Hemp, Inc., a New York corporation, The Hemp Company of America, Inc., a New York corporation, High Times Cannex Corp., a New York corporation, and High Times Press, Inc., a New York corporation (together with Parent and Trans-High, the "Borrowers" or individually, a "Borrower"), enter into this Fourth Amendment to Loan and Security Agreement (this "Fourth Amendment") on August 14, 2018, effective as of July 27, 2018.

Background

A. Borrowers and Lender are parties to a Loan and Security Agreement dated as of February 27, 2017 (as amended, the "Loan Agreement"). Unless defined in this Fourth Amendment, capitalized terms have the meanings set forth in the Loan Agreement and references to "Sections" are to sections of the Loan Agreement.

B. Borrowers have requested certain amendments to the Loan Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Terms and Conditions

1. Amendments.

(A). Section 1.3 is amended in its entirety to read as follows:

Upon execution and satisfaction of all conditions precedent to the effectiveness of the Fourth Amendment, the Lender will (i) make an additional loan advance of $1,200,000 to Borrowers and increase the Term Loan from $13,000,000 to $14,200,000, and (ii) the Senior Secured Convertible Promissory Note dated February 8, 2018 in the original principal amount of $13,000,000 (the "Second Amended Note") will be amended, restated and replaced by a new Senior Secured Convertible Promissory Note in the principal amount of $14,200,000 dated on or about the date of the Fourth Amendment (the "Third Amended Note"). References in this Agreement and the other Loan Documents to the Original Note, the Amended Note, the Second Amended Note, or the "Note" will be deemed to be references to the Third Amended Note.

(B). The following definition is added to Section 2 in the appropriate alphabetical order:

*"**Fourth Amendment**" means the Fourth Amendment to Loan and Security Agreement, dated on or about August 14, 2018 and effective as of July 27, 2018.*

2. Repayment of Additional Advance. The additional advance of $1,200,000 made under this Fourth Amendment is due and payable by Borrowers on or before August 10, 2018.

3. Fees. In consideration of Lender entering into this Fourth Amendment, Borrowers will pay Lender an amendment fee of $60,000 (the "Amendment Fee"). The Amendment Fee (a) is non-refundable and fully earned on the date of this Fourth Amendment, (b) will only accrue interest from and after the date it is due if it is not timely paid, and (c) will be due and payable upon the earliest of (i) August 10, 2018, (ii) the occurrence of an Event of Default and acceleration of the Obligations by Lender according to the terms of the Loan Agreement, and (iii) payment of all Obligations in full.

4. Conditions Precedent. This Fourth Amendment will be of no force or effect unless:

(A). Guarantor executes and delivers the Reaffirmation attached as Exhibit A; and

(B). Borrowers execute and deliver to Lender the Third Amended Note.

5. General Terms.

(A). Except as amended hereby, each Borrower reaffirms and ratifies all of its obligations under the Loan Agreement and remakes, as of the date of this Fourth Amendment, all representations and warranties in the Loan Agreement. Each Borrower also represents and warrants that (i) no Event of Default has occurred and is continuing, (ii) each Borrower is unaware of any facts or circumstances which, with the passage of time or the giving of notice, would be an Event of Default, (iii) the Disclosure Schedule is true and accurate as of the date of this Fourth Amendment, and (iv) the Schedules attached to the Intellectual Property Security Agreement executed by Borrowers and Lender as of February 27, 2017 are true and accurate as of the date of this Fourth Amendment.

(B). This document contains the entire agreement of the parties in connection with the subject matter of this Fourth Amendment and cannot be changed or terminated orally.

(C). The individuals signing on behalf of each of the parties represents that all necessary company action to authorize them to enter into this Fourth Amendment has been taken, including, without limitation, any board of directors or shareholder approvals or resolutions necessary to authorize execution of this Fourth Amendment.

(D). This Fourth Amendment may be executed in counterparts, each of which when so executed and delivered will be deemed an original, and all of such counterparts together will constitute but one and the same agreement. Further, .pdf and other electronic copies of signatures will be treated as original signatures for all purposes.

(E). If there is an express conflict between the terms of this Fourth Amendment and the terms of the Loan Agreement, the terms of this Fourth Amendment will govern and control.

(F). This Fourth Amendment will be deemed to be part of, and governed by the terms of, the Loan Agreement.

(G). Each Borrower hereby waives, discharges, and forever releases Lender, Lender's employees, officers, directors, attorneys, stockholders and successors and assigns, from and of any and all claims, causes of action, allegations or assertions that any Borrower has or may have had at any time up through and including the date of this Fourth Amendment, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions arose as a result of Lender's actions or omissions in connection with the Agreement, or any amendments, extensions or modifications thereto, or Lender's administration of debt evidenced by the Agreement or otherwise.

[End of Fourth Amendment to Loan and Security Agreement – Signature page follows]

The undersigned have caused this Fourth Amendment to Loan and Security Agreement to be duly executed and delivered as of the date first written above.

LENDER:

EXWORKS CAPITAL FUND I, L.P.,
a Delaware limiterp rtnership

By: /s/Andrew D. Hall
Name: Andrew D. Hall
Title: Chief Credit Officer

BORROWERS:

HIGHTIMES HOLDING CORP.,
a Delaware corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

TRANS-HIGH CORPORATION,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

HIGH TIMES PRODUCTIONS, INC.,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

CANNABIS BUSINESS DIGITAL, LLC,
a New York limited liability company

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

[First Signature page to Fourth Amendment to Loan and Security Agreement]

HIGH TIMES, INC.,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

NEW MORNING PRODUCTIONS, INC.,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

HEMP TIMES, INC.,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

PLANET HEMP, INC.,
a New York rporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

THE HEMP COMPANY OF AMERICA, INC.,
a New Yor corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

[Second Signature page to Fourth Amendment to Loan and Security Agreement]

HIGH TIMES CANNEX CORP.,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

HIGH TIMES PRESS, INC.,
a New York corporation

By: /s/ Adam Levin
Adam Levin,
Chief Executive Officer

[Third Signature page to Fourth Amendment to Loan and Security Agreement]

EXHIBIT A

REAFFIRMATION OF LOAN DOCUMENTS

While not a party to the foregoing Fourth Amendment to Loan and Security Agreement (the "Amendment"), the undersigned guaranteed payment of the obligations of Hightimes Holding Corp., a Delaware corporation ("Parent"), Trans-High Corporation, a New York corporation ("Trans-High"), High Times Productions, Inc., a New York corporation, Cannabis Business Digital, LLC, a New York limited liability company, High Times, Inc., a New York corporation, New Morning Productions, Inc., a New York corporation, Hemp Times, Inc., a New York corporation, Planet Hemp, Inc., a New York corporation, The Hemp Company of America, Inc., a New York corporation, High Times Cannex Corp., a New York corporation, and High Times Press, Inc., a New York corporation (together with Parent and Trans-High, the "Borrowers" or individually, a "Borrower"), owing to ExWorks Capital Fund I, L.P ("Lender") pursuant to the terms of a Limited Guaranty dated as of February 27, 2017 (the "Guaranty"). To induce Lender to enter into the Amendment, the undersigned, acting solely in his capacity as the trustee of the AEL Irrevocable Trust and not in his individual capacity, (1) acknowledges and agrees that the Guaranty remains in full force and effect and is hereby ratified, confirmed and approved; (2) consents to all of the terms and conditions of the Amendment; (3) acknowledges and agrees that the Guaranty covers all Obligations; and (4) acknowledges and agrees that the fact that Lender has sought this reaffirmation does not create any obligation, right, or expectation that Lender will seek their consent to or reaffirmation with respect to any other or further agreements or modifications to the relationship between Lender and Borrowers or any other party.

AEL IRREVOCABLE TRUST AGREEMENT

By: /s/ Edwin Hur
Edwin Hur, Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

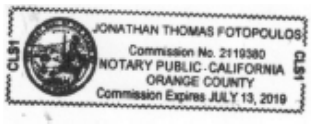
STATE OF CALIFORNIA)

) ss.
COUNTRY OF ORANGE)

On August 19, 2018 before me, Jonathan Thomas Fotopoulos, Notary Public, personally appeared Edwin Hur, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



/s/ Jonathan Thomas Fotopoulos
Signature of Notary Public

Exhibit 6.2

EXECUTION VERSION

NEITHER THIS NOTE NOR THE SECURITIES INTO WHICH THIS NOTE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

Original Issue Date: July 27, 2018 $14,200,000.00
Chicago, Illinois

AMENDED AND RESTATED SENIOR SECURED CONVERTIBLE NOTE

FOR VALUE RECEIVED, **Hightimes Holding Corp.**, a Delaware corporation ("Parent"), **Trans-High Corporation**, a New York corporation, **High Times Productions, Inc.**, a New York corporation, **Cannabis Business Digital, LLC**, a New York limited liability company, **High Times, Inc.**, a New York corporation, **New Morning Productions, Inc.**, a New York corporation, **Hemp Times, Inc.**, a New York corporation, **Planet Hemp, Inc.**, a New York corporation, **The Hemp Borrowers of America, Inc.**, a New York corporation, **High Times Cannex Corp.**, a New York corporation, and **High Times Press, Inc.**, a New York corporation (together with Parent, the "Borrowers" or individually, a "Borrower"), each with a principal place of business at 10990 Wilshire Boulevard, Penthouse, Los Angeles, California 90036, hereby jointly and severally unconditionally promise to pay to the order of **ExWorks Capital Fund I, L.P.**, a Delaware limited partnership, with its principal place of business located at 333 West Wacker Drive, Suite 1620, Chicago, Illinois 60606 ("Lender"), or at any other place that Lender may designate in writing, Fourteen Million Two Hundred Thousand and 00/100 Dollars ($14,200,000.00) or the lesser principal amount of Loans advanced and outstanding pursuant to the Agreement (defined below), in immediately available funds, together with Expenses, fees and interest on the unpaid principal amount at the rates, on the dates, and in the manner set forth in the Agreement. The Lender and any other subsequent holder or holders of this Note is hereinafter sometimes referred to individually as a "Holder" and collectively, as the "Holders".

This Note is issued in connection with the Fourth Amendment and the Loan Documents. Reference is made to the Agreement for the terms and conditions governing this Note, including, without limitation, the terms and conditions under which this Note may be accelerated. Except as otherwise specified in Section 2 of the Fourth Amendment, this Note is payable in full on the Maturity Date (defined below), is secured by the Collateral and is otherwise subject to the terms of the Agreement. Capitalized terms used but not otherwise defined in this Note have the meanings attributed to them in the Agreement.

This Note amends, restates and replaces, but does not extinguish the indebtedness under a Senior Secured Convertible dated February 8, 2018 in the original principal amount of $13,000,000 executed by Borrowers in favor of Lender.

To the fullest extent permitted by applicable law, each Borrower hereby waives presentment for payment, demand, notice of non-payment, notice of protest and protest of this Note, diligence in collection or bringing suit. Each Borrower's obligations under this Note are cross-collateralized and cross-defaulted with all other Obligations owing to Lender by Borrowers.

Lender will, and is hereby authorized to, record in accordance with its usual practice, the date and amount of each Loan and the date and amount of each principal payment hereunder in its books and records.

This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement and (b) the following terms shall have the following meanings:

"Agreement" shall mean the Loan and Security Agreement dated as of February 27, 2017 among Borrowers and Lender, as amended or modified and in effect from time to time, including by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment.

"Approved Public Listing" shall mean the listing of the Common Stock of the Parent, OAC or any other Issuer on any Approved Securities Market.

"Approved Securities Market" shall mean any one of The NASDAQ Stock Market LLC, including the NASDAQ Capital Market, the New York Stock Exchange, the Toronto Stock Exchange (including the Toronto Venture Exchange) or the OTC Markets Group Inc. electronic inter-dealer quotation system, including OTCQX, OTCQB, OTCBB and OTC Pink Sheets.

"Base Conversion Shares" shall have the mean set forth in Section 5(c).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 4(c).

"Business Day" means any day except any Saturday, any Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of Illinois and New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 4(d)(iv).

"Cash Collateral" shall have the meaning given in Section 4(e) below.

"Change of Control Transaction" except for OAC Merger and related transactions contemplated by the Origo Merger Agreement, (which shall not be deemed to be a "Change of Control Transaction") means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Parent or other Issuer, by contract or otherwise) of in excess of 50% of the voting securities of the Parent or other Issuer (other than by means of Conversion of the Note), (b) the Parent or other Issuer merges into or consolidates with any other Person, or any Person merges into or consolidates with the Parent or other Issuer and, after giving effect to such transaction, the stockholders of the Parent or other Issuer immediately prior to such transaction own less than 50% of the aggregate voting power of the Borrowers or the successor entity of such transaction, or (c) the Parent or other Issuer sells or transfers all or substantially all of its assets to another Person and the stockholders of the Parent or other Issuer immediately prior to such transaction own less than 50% of the aggregate voting power of the acquiring entity immediately after the transaction.

"Common Stock" shall mean the collective reference to (a) the shares of Class A voting Common Stock of the Parent, (b) the OAC Shares, or (c) the voting common stock of any other Issuer whose shares of common stock are listed for trading on any Approved Securities Market.

"Common Stock Equivalent" shall mean any notes, debentures or preferred stock that are convertible into shares of Common Stock of an Issuer, and/or any stock options, warrants or other rights entitling the holder to purchase shares of Common Stock of the Issuer.

"Conversion" shall have the meaning ascribed to such term in Section 4. "Conversion Date" shall have the meaning set forth in Section 4(a).

"Conversion Option" shall mean Holder's option to convert some or all of the Obligations into Common Stock as provided in Section 4.

"Conversion Price" shall have the meaning set forth in Section 4(b).

"Conversion Schedule" means the Conversion Schedule in the form of Schedule 1 attached hereto.

"Conversion Shares" means that number of shares of Common Stock of the applicable Issuer as shall be determined by dividing (a) the amount of the outstanding Obligations that Holder elects to convert into Common Stock, by (b) the Per Share Price. The applicable number of Conversion Shares shall be subject to adjustment as contemplated by Section 5 below.

"Fully-Diluted Common Stock" shall mean, as at the date of the first Liquidity Event, the sum of the (a) the outstanding shares of Common Stock of the Issuer, and (b) all Common Stock Equivalents; ***provided, that*** the term "Fully Diluted Common Stock" shall not mean or include (i) any shares of Common Stock or Common Stock Equivalents issued in connection with a Public Offering, (ii) any Common Stock issuable under stock options approved under the Parent's incentive stock option plan, or (iii) any Common Stock or Common Stock Equivalents issued in connection with any acquisition by any Borrower of the assets, securities or business of any other Person that is approved by the Lender.

"Issuer" shall mean the collective reference to (a) the Parent, (b) OAC, (c) any successor in interest to OAC by reason of the reincorporation or conversion of OAC from a Cayman Islands corporation to a Nevada Corporation, as contemplated by the Origo Merger Agreement, or (d) any other corporation resulting from a merger (including a Reverse Merger) with or Sale of Control of the Parent, that is the issuer of the securities in connection with an Approved Public Listing of its Common Stock on an Approved Securities Market.

"Liquidity Event" shall mean the ***first*** to occur of:

(a) the consummation of an initial Public Offering of the Parent Common Stock pursuant to an effective S-1 registration statement or a Regulation A+ Offering Circular filed under the Securities Act declared effective or qualified by the SEC, and the listing of the Parent Common Stock for trading on an Approved Securities Exchange (a "Public Offering"); or

(b) consummation of the Origo Merger; or

(c) consummation of a Change of Control Transaction, or

(d) consummation of a Reverse Merger.

"Notice of Conversion" shall have the meaning set forth in Section 4(a).

"OAC" shall mean Origo Acquisition Corporation, a Cayman Islands corporation.

"Origo Merger" shall mean the merger of HTHC Merger Sub, Inc., a Delaware corporation and a newly-formed wholly-owned subsidiary of OAC ("Merger Sub") with and into the Parent with the Parent as the surviving corporation of such merger, as a result of which the Parent would become a wholly-owned Subsidiary of OAC or its successor Issuer.

"Origo Merger Agreement" shall mean that certain Merger Agreement, dated July 24, 2017, among, the Parent, OAC, Merger Sub and Jose Aldeanueva, solely in the capacity as the OAC Representative, as amended on September 27, 2017, as the same may be further amended, modified or restated in its entirety.

"Parent Common Stock" shall mean the shares of Class A Common Stock, $0.0001 par value per share, of the Parent.

"Per Share Price" shall mean the applicable percentage of the per share price of securities issued in connection with a Liquidity Event, to represent the lower of: (i) 100% of the initial per share offering price per share sold to the public in connection with a Public Offering, or (ii) 90% of the per share valuation to Parent's stockholders in connection with the OAC Merger, or (iii) 90% of the consideration paid per share for Fully-Diluted Common Stock by any third Person to the Parent in connection with a Sale of Control.

"Pre-Money Valuation" shall mean means the product of multiplying (a) the Fully-Diluted Common Stock of the Issuer at the time of the Liquidity Event, by (b) the Per Share Price; ***provided, however***, for all purposes of this Note and any Conversions into Common Stock of the applicable Issuer, such Pre-Money Valuation shall not exceed $225,000,000.

"Reverse Merger" shall mean, in addition to the Origo Merger, a share exchange or merger of the Parent with any other corporation whose Common Stock is traded on an Approved Securities Market, as a result of which 80% or more of the capital stock of the Issuer shall be transferred to the holders of Capital Stock or common Stock Equivalents of the Parent.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 4(d)(ii).

"Subsidiary" shall mean any Person where a second Person either: (i) owns at least 51% of the issued and outstanding capital stock or membership interests of that Person, or (b) has the ability to direct or cause the direction of the management and policies of that Person, whether by contract or otherwise.

"Trading Day" means a day on which the New York Stock Exchange is open for business.

Section 2. Registration of Transfers and Investment Representation.

a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

(b) Investment Representations. This Note may be transferred or exchanged only in compliance with the Agreement and applicable federal and state securities laws and regulations. The Holder understands that this Note and the Conversion Shares issuable upon Conversion of this Note have not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act that depends, in part, upon the Holder's investment intention and investment qualification. In this connection, the Lender hereby represents that it is purchasing the Note for the Lender's own account for investment and not with a view toward the resale or distribution to others; provided, however, that nothing contained herein shall constitute an agreement by the Lender to hold the Note or the Conversion Shares for any particular length of time and the Parent acknowledges that the Lender shall at all times retain the right to dispose of its property as it may determine in its sole discretion, subject to any restrictions imposed by applicable law. The Lender consents to the placement of a legend on any certificate or other document evidencing the Note and the Conversion Shares to the effect that such securities have not been registered under the Securities Act or any state Securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Lender is aware that the Parent will make a notation in its appropriate records with respect to the restrictions on the transferability of such Securities.

(c) Reliance on Note Register. Prior to due presentment for transfer to the Issuer of this Note, the applicable Issuer and any agent of the Issuer may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Issuer, the Borrowers nor any such agent shall be affected by notice to the contrary.

Section 3. Reserved.

Section 4. Conversion.

a) Voluntary Conversion . At any time after consummation of a Liquidity Event and until all Obligations are paid in full, the Obligations shall be convertible, in whole or in part, into shares of Common Stock of any applicable Issuer at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(c) hereof); the foregoing right is sometimes referred to as the Conversion Option and the exercise of the right is sometimes referred to as a "Conversion" or "Conversions", as applicable). The Holder shall effect Conversions by delivering to the Borrowers a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the amount of the Obligations to be converted and the date on which such Conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is actually delivered hereunder. To effect Conversions hereunder, the Holder shall not be required to physically surrender this Note to the Borrowers unless all Obligations have been so converted. Conversions hereunder shall have the effect of lowering the outstanding Obligations in an amount equal to the applicable Conversion. The Holder and the Issuer shall maintain records showing the amount(s) converted and the date of such Conversion(s).

b) Conversion Price. The Conversion price in effect on any Conversion Date shall be equal to the Per Share Price (the "Conversion Price"). Such Conversion Price shall be subject to adjustment provided in Section 5 herein.

c) Conversion Limitations. Holder shall not have the right to convert any portion of this Note, pursuant to Section 4 or otherwise, to the extent that after giving effect to such issuance after Conversion the Holder (together with the Holder's Affiliates, and any other person or entity acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of this Section beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Holder is solely responsible for any schedules required to be filed in accordance therewith. The Issuer shall have no obligation to verify or confirm the accuracy of such filings. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the Conversion or exercise of securities of the Issuer, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Note. The limitations contained in this paragraph shall apply to a successor holder of this Note.

d) Mechanics of Conversion.

i. Conversion Shares Issuable Upon Conversion of Obligations. The number of Conversion Shares issuable upon a Conversion hereunder shall be determined by the quotient obtained by dividing (x) the amount of outstanding Obligations to be converted by (y) the Conversion Price then in effect.

ii. Delivery of Certificate Upon Conversion. Not later than five (5) Trading Days after each Conversion Date (the "Share Delivery Date"), the Issuer shall deliver, or cause to be delivered, to the Holder a certificate or certificates representing the Conversion Shares which, (x) if registered for resale in any registration statement declared effective by the SEC (a "Resale Registration Statement"), or (y) on or after the six month anniversary of the Original Issue Date, shall be free of restrictive legends and trading restrictions (other than those which may then be required by the this Note) representing the number of Conversion Shares being acquired upon the Conversion of the applicable amount of the Obligations. On the first to occur of the effective date of a Resale Registration Statement, or the six month anniversary of the Original Issue Date, the Issuer shall use its best efforts to deliver any certificate or certificates required to be delivered by the Issuer under this Section 4(d) electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

iii. Failure to Deliver Certificates. If in the case of any Notice of Conversion such certificate or certificates are not delivered to or as directed by the applicable Holder by the fourth Trading Day after the Conversion Date, in addition to any other remedies available to Holder hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver certificates, the Holder shall be entitled to elect by written notice to the Issuer at any time on or before its receipt of such certificate or certificates, to rescind such Conversion, in which event the Issuer shall promptly return to the Holder any original Note delivered to the Issuer.

iv. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Issuer fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(d)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the Conversion relating to such Share Delivery Date (a "Buy-In"), then the Issuer shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount by which (x) the Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the Conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered) this Note in the amount of the Obligations equal to the amount of the attempted Conversion or deliver to the Holder the number of shares of Common Stock that would have been issued if the Issuer had timely complied with its delivery requirements under Section 4(d)(ii). For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted Conversion of this Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Issuer shall be required to pay the Holder $1,000. The Holder shall provide the Issuer written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Issuer, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver certificates representing shares of Common Stock upon Conversion of the applicable amount of the Obligations as required pursuant to the terms hereof.

v. Reservation of Shares Issuable Upon Conversion. The Issuer covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon Conversion of this Note, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders, not less than such aggregate number of shares of the Common Stock as shall be issuable upon the Conversion of all of the Obligations. The Issuer covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

vi. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the Conversion of this Note. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such Conversion, the Issuer shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price then in effect or the Automatic Conversion Price, as applicable or round up to the next whole share.

e) Prepayments.

i. Debt Refinancing. If Borrowers elect to prepay the Obligations by refinancing some or all of the Obligations through a loan from another lender (a "Refinancing"), Borrowers may prepay the Obligations prior to the Maturity Date without penalty by giving the Holder written notice of their intent to prepay (a "Prepayment Notice"). The Prepayment Notice must include (i) the amount of the Obligations to be prepaid (the "Proposed Prepayment Amount"), (ii) the terms of the proposed Refinancing (the "Refinancing Transaction"), and (iii) the proposed prepayment date (the "Proposed Prepayment Date"); provided, that the Proposed Prepayment Date may not be less than thirty (30) nor more than sixty (60) days after the Prepayment Notice is delivered to the Holder. The actual amount prepaid may not exceed the Proposed Prepayment Amount and may not be paid after the Proposed Prepayment Date without the Holder's prior written consent. At any time during the period that five (5) business days prior to the Proposed Prepayment Date, at its option, the Holder may (i) make its exercise of its Conversion Option contingent upon the Borrowers consummating the Funding Transaction on or before a date certain (the "Outside Date") by so indicating in a Notice of Conversion, and/or (ii) may extend the Outside Date to a later date upon written notice to Borrowers. Also, upon written notice to Borrowers given at least seven days prior to the then-applicable Outside Date, the Holder may withdraw and cancel any Notice of Conversion. The Setting of an Outside Date by the Holder will not affect Borrowers' right to make the prepayment prior to the Outside Date.

ii. Public Offering. If Parent elects to prepay the Obligations in connection with any Public Offering, Borrowers may prepay the Obligations prior to the Maturity Date without penalty out of the net proceeds received from the Public Offering; provided, that in connection with any prepayment in connection with a Public Offering:

(A) the initial registration statement or offering circular filed with the SEC (collectively, the " Public Offering Documents") must disclose in the "Use of Proceeds" section, the Proposed Prepayment Amount and any conditions to payment of the Proposed Prepayment Amount, such as receipt by Parent of a minimum amount of gross proceeds from the Public Offering;

(B) Borrowers must provide Holder with true copies of all Public Offering Documents filed with the SEC in connection with the Public Offering and, within three (3) business days of receipt, all comment letters from the SEC;

(C) by so indicating in its Notice of Conversion, Holder may make its exercise of its Conversion Option contingent upon the Borrowers consummating the Public Offering, receiving the minimum gross proceeds set forth in the Public Offering Documents and prepaying the Proposed Prepayment Amount on or before a date up to 90 days after the date of the filing of the initial Public Offering Documents with the SEC;

(D) subject to Borrowers' compliance with subparts (A) and (B), if the Holder desires to exercise its Conversion Option, the Holder must deliver its Notice of Conversion to Parent (subject to clause (C) above) within the later of the following (the "Permitted Exercise Period") - thirty (30) days after delivery of the Public Offering Documents or five (5) Business Days before the date the SEC declares the registration statement effective, delivers a "no review" communication to Issuer or approves the offering circular, as applicable (the "Approval Date");

(D) if the Holder does not exercise its Conversion Option before the end of the Permitted Exercise Period and any Obligations remain after the permitted prepayment, the Holder may not exercise its Conversion Option until at least forty-five (45) days after the end of the Permitted Exercise Period; and

(E) if Holder has timely given a Notice of Conversion in connection with a Public Offering, Holder may withdraw and cancel the Notice of Conversion by giving notice to Borrowers no later than five (5) business days prior to the Approval Date.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Issuer, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Issuer upon Conversion of, or payment of interest on, the Notes), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Issuer, then the Conversion Price then in effect shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Issuer) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Origo Merger and Change of Control Transaction. If, at any time while this Note is outstanding, (i) whether or not a Liquidity Event by the Parent contemplated by clause (a) of the definition of Liquidity Event shall be consummated prior to the Origo Merger, or (ii) subsequent to the Origo Merger, the applicable Issuer effects any Change of Control Transaction, then, upon any subsequent Conversion of the Obligations, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such Conversion immediately prior to the occurrence of the Origo Merger or a subsequent Change of Control Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Origo Merger or Change of Control Transaction if it had been, immediately prior to the consummation of the Origo Merger or such Change of Control Transaction, the holder of one share of Common Stock (the "Alternate Consideration"). For purposes of any such Conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Origo Merger or Change of Control Transaction, and the Issuer shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in the Origo Merger or a subsequent Change of Control Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any Conversion of the Obligations following the Origo Merger or such Change of Control Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Issuer or surviving entity in such Change of Control Transaction shall issue to the Holder a new Note consistent with the foregoing provisions and evidencing the Holder's right to convert such Note into Alternate Consideration. The terms of any agreement pursuant to which the Origo Merger or a Change of Control Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 5(b) and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Change of Control Transaction.

c) Pre-Money Valuation. In the event and to the extent that, upon the occurrence of a Liquidity Event, the Pre-Money Valuation of the applicable Issuer shall be less than $225,000,000, then and in such event the applicable number of Conversion Shares issuable upon any one or more Conversions of the Obligations shall be increased to that number of shares of Common Stock determined by (i) dividing (a) the amount of the outstanding Principal Amount of the Obligations that Holder elects to convert into Common Stock, by (b) the Per Share Price (the "Base Conversion Shares"), and multiplying the result of such calculation by a percentage (expressed as a decimal) determined by dividing (i) $225,000,000 by (ii) the lower Pre-Money Valuation at the time of the Liquidity Event. Accordingly for the avoidance of doubt if the Pre-Money Valuation in connection with a Liquidity Event was $200,000,000, the Base Conversion Shares would be adjusted and increased by 1.125 times (or the result of dividing $225,000,000 by $200,000,000).

d) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Issuer) issued and outstanding.

e) Notice to the Holder.

i. Notice to Allow Conversion by Holder. If (A) the Issuer shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Issuer shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Issuer shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Issuer shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Issuer is a party, any sale or transfer of all or substantially all of the assets of the Issuer, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Issuer shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Issuer, then, in each case, the Issuer shall cause to be filed at each office or agency maintained for the purpose of Conversion of the Obligations, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to convert the Obligations during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice.

Section 6. Public Sales of Conversion Shares. The Issuer covenants to use its reasonable best efforts to facilitate the public resale by Holder(s) of any Conversion Shares either (a) pursuant to a Resale Registration Statement, or (b) pursuant to Rule 144 under the Securities Act.

Section 7. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, by electronic communication or sent by a nationally recognized overnight courier service, addressed to the Borrowers, at the address set forth above, or such other facsimile number or address as the Borrowers may specify for such purpose by notice to the Holder delivered in accordance with this Section 9(a). Any and all notices or other communications or deliveries to be provided by the Borrowers hereunder shall be in writing and delivered personally, by facsimile, by electronic communication or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of the Holder appearing on the books of the Borrowers, or if no such facsimile number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile or electronic communication prior to 5:30 p.m. (New York City time), (ii) the date immediately following the date of transmission, if such notice or communication is delivered via facsimile or electronic communication between 5:30 p.m. (New York City time) and 11:59 p.m. (New York City time) on any date, (iii) the second Business Day following the date of mailing, if sent by nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligations of the Borrowers, which are absolute and unconditional, to pay the Obligations at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Borrowers.

c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Borrowers shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Borrowers.

a) Governing Law, Venue, Jury Trial Waiver . This Note will be governed by and construed under the laws of the State of Illinois as those laws apply to contracts entered into and wholly to be performed within that state. Borrowers irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Illinois located in Cook County and the United States District Court for the Northern District of Illinois for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Note and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Note. Borrowers irrevocably consent to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in the referenced Illinois courts. Borrowers irrevocably waive any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH BORROWER WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS NOTE AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

b) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

c) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

d) Assumption. OAC or any other Issuer resulting from a Change of Control Transaction shall (i) assume, prior to consummation of the Origo Merger or such Change of Control Transaction, all of the obligations of the Parent under this Note pursuant to either an applicable amendment to the Origo Merger Agreement or other written agreement in form and substance satisfactory to the Lender (such approval not to be unreasonably withheld or delayed) and (ii) issue to the Lender or other Holder a new Note of such successor entity evidenced by a written instrument substantially similar in form and substance to this Note, including, without limitation, having a principal amount and interest rate equal to the principal amount and the interest rate of this Note and having similar ranking to this Note, which shall be satisfactory to the Lender (any such approval not to be unreasonably withheld or delayed). The provisions of this Section 9(g) shall apply similarly and equally to successive Change of Control Transactions and shall be applied without regard to any limitations of this Note.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrowers has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

HIGHTIMES HOLDING CORP.,
a Delaware corporatoin

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

TRANS-HIGH CORPORATION,
a New York corporation

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

HIGH TIMES PRODUCTIONS, INC.,
a New York corporation

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

CANNABIS BUSINESS DIGITAL, LLC,
a New York limited liability company

By: /s/ Adam Levin
Name: Adam Levin
Title: CEO/Managing Member

HIGH TIMES, INC.,
a New York corporation

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

[Signatures are continued on the next page]

NEW MORNING PRODUCTIONS, INC.,
a New York corporation

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

HEMP TIMES, INC.,
a New York corporation

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

PLANET HEMP, INC.,
a New York corporation

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

THE HEMP COMPANY OF AMERICA, INC.,
a New York corporation

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

HIGH TIMES CANNEX CORP.,
a New York corporation

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

HIGH TIMES PRESS, INC.,
a New York corporation

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

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert Obligations owing by **Hightimes Holding Corp.**, a Delaware corporation ("Parent"), **Trans-High Corporation**, a New York corporation, **High Times Productions, Inc.**, a New York corporation, **Cannabis Business Digital, LLC**, a New York limited liability company, **High Times, Inc.**, a New York corporation, **New Morning Productions, Inc.**, a New York corporation, **Hemp Times, Inc.**, a New York corporation, **Planet Hemp, Inc.**, a New York corporation, **The Hemp Borrowers of America, Inc.**, a New York corporation, **High Times Cannex Corp.**, a New York corporation, and **High Times Press, Inc.**, a New York corporation (together with Parent, the "Borrowers" or individually, a "Borrower"), into shares of Parent Common Stock, according to the conditions hereof, as of the date written below. If shares of Parent Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Parent in accordance therewith. No fee will be charged to the holder for any Conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion the undersigned represents and warrants to the Parent that its ownership of the Parent Common Stock does not exceed the amounts specified under Section 4 of this Note, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock.

Conversion calculations:

Date to Effect Conversion:

Principal Amount of Note to be Converted:

Number of Conversion Shares that would exceed the limits set forth in Section 4(c) of the Note:

Number of shares of Common Stock to be issued:

Signature:

Name:

Address for Delivery of Common Stock Certificates:

Schedule 1

CONVERSION SCHEDULE

The Senior Secured Convertible Note in the original principal amount of $14,200,000 (the "Note") is issued by Hightimes Holding Corp., a Delaware corporation and the other Borrowers named therein. This Conversion Schedule reflects Conversions made under Section 4 of the above referenced Note.

Dated:

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Hightimes Holding Corp. Attestation

Exhibit 6.3

Fifth Amendment to
Loan and Security Agreement

ExWorks Capital Fund I, L.P., a Delaware limited partnership ("Lender") and Hightimes Holding Corp., a Delaware corporation ("Parent"), Trans-High Corporation, a New York corporation ("Trans-High"), High Times Productions, Inc., a New York corporation, Cannabis Business Digital, LLC, a New York limited liability company, High Times, Inc., a New York corporation, New Morning Productions, Inc., a New York corporation, Hemp Times, Inc., a New York corporation, Planet Hemp, Inc., a New York corporation, The Hemp Company of America, Inc., a New York corporation, High Times Cannex Corp., a New York corporation, High Times Press, Inc., a New York corporation, and Culture Pub, Inc., a Delaware corporation (together with Parent and Trans-High, the "Borrowers" or individually, a "Borrower"), enter into this Fifth Amendment to Loan and Security Agreement (this "Fifth Amendment") on September 4, 2018.

Background

A. Borrowers and Lender are parties to a Loan and Security Agreement dated as of February 27, 2017 (as amended, the "Loan Agreement"). Unless defined in this Fifth Amendment, capitalized terms have the meanings set forth in the Loan Agreement and references to "Sections" are to sections of the Loan Agreement.

B. Borrowers have requested certain amendments to the Loan Agreement and that Lender consent to certain actions taken by Borrowers.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Terms and Conditions

1. Amendments. The following definition is added to Section 2 in the appropriate alphabetical order:

*"**Fifth Amendment**" means the Fifth Amendment to Loan and Security Agreement, dated on or about September 4, 2018.*

2. Repayment of Fourth Amendment Additional Advance. Section 2 of the Fourth Amendment is amended in its entirety to read as follows:

2. Repayment of Additional Advance. The additional advance of $1,200,000 made under this Fourth Amendment is due and payable by Borrowers on or before September 14, 2018.

3. Consent of Lender. The Borrowers have informed Lender that Parent has formed a new wholly owned subsidiary, Culture Pub, Inc., a Delaware corporation ("Culture") and wishes to acquire, through Culture, certain assets from Southland Publishing, Incorporated ("Southland"), pursuant to the terms of the Asset Purchase Agreement (the "Southland Purchase Agreement"), dated June 8, 2018, between Culture and Southland (the "Transaction"). Notwithstanding anything to the contrary in the Loan Agreement or any other Loan Document, but subject to the terms of this Fifth Amendment, Lender consents to the Transaction.

4. Joinder of an additional Borrower. Culture:

(a) Agrees that all references to Borrowers in the Loan Documents will include Culture;

(b) Agrees that it will have and hereby assumes all obligations of, makes all representations and warranties made by, and grants Lender the other rights and remedies granted by, the other Borrowers under the Loan Documents as if it was a signatory and party to each Loan Document that the other Borrowers are a party to;

(c) Grants Lender a security interest in its Collateral to secure the Obligations; and

(d) Agrees that it will execute and deliver to Lender an Intellectual Property Security Agreement in form and substance acceptable to Lender (the "Culture Intellectual Property Security Agreement").

5. Conditions Precedent. This Fifth Amendment will be of no force or effect unless:

(A). Guarantor executes and delivers the Reaffirmation attached as Exhibit A;

(B). Parent executes and delivers to Lender a Pledge Agreement, that among other things, pledges all of Parent's equity interest in Culture to Lender; and

(C). Culture executes and delivers to Lender the Culture Intellectual Property Security Agreement.

6. General Terms.

(a) The Borrowers (including Culture) each acknowledge and agree that the consent contained herein is a limited, specific and one-time consent as described above, and shall not entitle the Borrowers to any consent, waiver, amendment, modification or other change to, of or in respect of any provision of any of the Loan Documents in the future in similar or dissimilar circumstances.

(b) Except as amended hereby, each Borrower reaffirms and ratifies all of its obligations under the Loan Agreement and remakes, as of the date of this Fifth Amendment, all representations and warranties in the Loan Agreement. Each Borrower also represents and warrants that (i) no Event of Default has occurred and is continuing, (ii) each Borrower is unaware of any facts or circumstances which, with the passage of time or the giving of notice, would be an Event of Default, (iii) the Disclosure Schedule is true and accurate as of the date of this Fifth Amendment, and (iv) the Schedules attached to the Intellectual Property Security Agreement executed by Borrowers and Lender as of February 27, 2017 are true and accurate as of the date of this Fifth Amendment.

(c) This document contains the entire agreement of the parties in connection with the subject matter of this Fifth Amendment and cannot be changed or terminated orally.

(d) The individuals signing on behalf of each of the parties represents that all necessary company action to authorize them to enter into this Fifth Amendment has been taken, including, without limitation, any board of directors or shareholder approvals or resolutions necessary to authorize execution of this Fifth Amendment.

(e) This Fifth Amendment may be executed in counterparts, each of which when so executed and delivered will be deemed an original, and all of such counterparts together will constitute but one and the same agreement. Further, .pdf and other electronic copies of signatures will be treated as original signatures for all purposes.

(f) If there is an express conflict between the terms of this Fifth Amendment and the terms of the Loan Agreement, the terms of this Fifth Amendment will govern and control.

(g) This Fifth Amendment will be deemed to be part of, and governed by the terms of, the Loan Agreement.

(h) Each Borrower hereby waives, discharges, and forever releases Lender, Lender's employees, officers, directors, attorneys, stockholders and successors and assigns, from and of any and all claims, causes of action, allegations or assertions that any Borrower has or may have had at any time up through and including the date of this Fifth Amendment, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions arose as a result of Lender's actions or omissions in connection with the Agreement, or any amendments, extensions or modifications thereto, or Lender's administration of debt evidenced by the Agreement or otherwise.

[End of Fifth Amendment to Loan and Security Agreement – Signature page follows]

The undersigned have caused this Fifth Amendment to Loan and Security Agreement to be duly executed and delivered as of the date first written above.

LENDER:

EXWORKS CAPITAL FUND I, L.P.,
a Delaware limited partnership

By: /s/ Andrew D. Hall
Andrew D. Hall
Chief Credit Officer

BORROWERS:

HIGHTIMES HOLDING CORP.,
a Delaware corporation

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

TRANS-HIGH CORPORATION,
a New York corporation

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

HIGH TIMES PRODUCTIONS, INC.,
a New York corporation

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

CANNABIS BUSINESS DIGITAL, LLC,
a New York limited liability company

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

[Second Signature page to Fifth Amendment to Loan and Security Agreement]

HIGH TIMES, INC.,
a New York corporation

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

NEW MORNING PRODUCTIONS, INC.,
a New York corporation

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

HEMP TIMES, INC.,
a New York corporation

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

PLANET HEMP, INC.,
a New York corporation

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

THE HEMP COMPANY OF AMERICA, INC.,
a New York corporation

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

[Second Signature page to Fifth Amendment to Loan and Security Agreement]

HIGH TIMES CANNEX CORP.,
a New York corporation

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

HIGH TIMES PRESS, INC.,
a New York corporation

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

CULTURE PUB, INC.,
a Delaware corporation

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

[Second Signature page to Fifth Amendment to Loan and Security Agreement]

EXHIBIT A

REAFFIRMATION OF LOAN DOCUMENTS

While not a party to the foregoing Fifth Amendment to Loan and Security Agreement (the "Amendment"), the undersigned guaranteed payment of the obligations of Hightimes Holding Corp., a Delaware corporation ("Parent"), Trans-High Corporation, a New York corporation ("Trans-High"), High Times Productions, Inc., a New York corporation, Cannabis Business Digital, LLC, a New York limited liability company, High Times, Inc., a New York corporation, New Morning Productions, Inc., a New York corporation, Hemp Times, Inc., a New York corporation, Planet Hemp, Inc., a New York corporation, The Hemp Company of America, Inc., a New York corporation, High Times Cannex Corp., a New York corporation, and High Times Press, Inc., a New York corporation (together with Parent and Trans-High, the "Borrowers" or individually, a "Borrower"), owing to ExWorks Capital Fund I, L.P ("Lender") pursuant to the terms of a Limited Guaranty dated as of February 27, 2017 (the "Guaranty"). To induce Lender to enter into the Amendment, the undersigned, acting solely in his capacity as the trustee of the AEL Irrevocable Trust and not in his individual capacity, (1) acknowledges and agrees that the Guaranty remains in full force and effect and is hereby ratified, confirmed and approved; (2) consents to all of the terms and conditions of the Amendment; (3) acknowledges and agrees that the Guaranty covers all Obligations; and (4) acknowledges and agrees that the fact that Lender has sought this reaffirmation does not create any obligation, right, or expectation that Lender will seek their consent to or reaffirmation with respect to any other or further agreements or modifications to the relationship between Lender and Borrowers or any other party.

AEL IRREVOCABLE TRUST AGREEMENT

By: /s/ Edwin Hur
Edwin Hur, Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Exhibit 6.4

Amendment No. 1 to Selling Agent Agreement

August 31, 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/ Mitch Avnet
Name: Mitch Avnet
Title: CEO

ACKNOWLEDGED AND AGREED:

HIGHTIMES HOLDING CORP.

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

Exhibit 6.5

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) October 31, 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 by the Company with the SEC pursuant to Rule 257(b)(1) of Regulation A and all Form 1-U Current Reports pursuant to Regulation A filed by the Company with the SEC, including the Form 1-U Current Reports dated August 13, 2018 and September 11, 2018 (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 addition, included in the SEC Reports are the Company's Form 1-K Annual Report for its fiscal year ended December 31, 2017, which has been filed with the SEC and the Company's Form 1-U Current Reports filed with the SEC on August 13, 2018 and September 12, 2018. In the Company's Offering Circular and other SEC Reports 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 September 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: David Newberg, Chief Financial Officer

Date of Acceptance: _____, 2018.

[Signature Page to Subscription Agreement]