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

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934
(Amendment No.)

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

☐ Preliminary Proxy Statement

☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

☐ Definitive Proxy Statement

☒ Definitive Additional Materials

☐ Soliciting Material Pursuant to § 240.14a-12

Tilray Brands, Inc.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check all boxes that apply):

☒ No fee required.
☐ Fee paid previously with preliminary materials.
☐ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a-6(i)(1) and 0-11.

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **February 21, 2023**

Tilray Brands, Inc.

(Exact name of registrant as specified in its charter)

Delaware	001-38594	82-4310622
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

265 Talbot Street West, Leamington, Ontario, Canada, N8H 4H3
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(844) 845-7291**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:
☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class 2 Common stock, par value $0.0001 per share	TLRY	The NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement

Assignment and Assumption Agreement

On February 21, 2023, Tilray Brands, Inc., a Delaware corporation ("**Tilray**" or the "**Company**"), entered into an assignment and assumption agreement (the "**Assignment and Assumption Agreement**") with Double Diamond Holdings Ltd. ("**DDH**"), an Ontario corporation, pursuant to which, among other things, Tilray acquired from DDH a promissory note in the amount of USD$6,648,304 (the "**Note**") payable by 1974568 Ontario Limited ("**Aphria Diamond**"). DDH is a joint venturer with Aphria Inc., Tilray's direct and wholly-owned subsidiary, in Aphria Diamond.

As consideration for the Note, Tilray issued 2,208,739 shares of its Class 2 common stock and 120,000 shares of its Series A preferred stock (collectively, the "**Consideration Shares**") to DDH.

Voting Agreement

Also on February 21, 2023, in connection with the execution of the Assignment and Assumption Agreement, DDH entered into a voting agreement (the "**Voting Agreement**") with the Company. After giving effect to the transactions contemplated by the Assignment and Assumption Agreement, DDH beneficially owns less than 1% percent of the outstanding shares of Class 2 common stock, par value $0.0001 per share, of the Company (the "**Class 2 Common Stock**"), taking into account shares of Series A preferred stock, par value $0.0001 per share, of the Company (the "**Preferred Stock**" or "**Series A Preferred Stock**") on an as-if-converted-to-Class-2-Common-Stock basis. Under the Voting Agreement, DDH has (a) agreed to vote the Consideration Shares, and any other shares of capital stock of the Company it acquires following the execution of the Voting Agreement, (i) in favor of the Charter Amendments (as defined below) at any meeting of the Company's stockholders held to vote thereon (including at any adjournment and postponement thereof); and (ii) against any action, proposal, transaction, or agreement that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the timely approval of the Charter Amendments or the holding of any meeting to vote thereon (including any adjournment or postponement thereof) or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's organizational documents which are not otherwise consistent with the Charter Amendments); and (b) granted to the Company an irrevocable proxy to vote such shares in such manner.

The Voting Agreement also contains restrictions on the transfer of any shares of Preferred Stock of the Company held by DDH during the term of the Voting Agreement.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Voting Agreement, a copy of which is filed as Exhibit 10.1 and is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Form 8-K is incorporated into this Item 3.02 by reference.

The Consideration Shares were issued in reliance on the exemption provided by Regulation S ("**Regulation S**") of the Securities Act which permits offers or sales of securities by the Company outside of the United States that are not made to "U.S. Persons" or for the account or benefit of a "U.S. Person," as that term is defined in Rule 902 of Regulation S.

No underwriter participated in the offer and sale of the Consideration Shares, and no commission or other remuneration was paid or given directly or indirectly in connection therewith.

Item 3.03. Material Modifications to Rights of Security Holders.

To the extent required, the information included below in Item 5.03 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.03.

Item. 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On February 21, 2023, in connection with the issuance of the Consideration Shares, Tilray filed a certificate of designation (the "**Certificate of Designation**") with the Secretary of State of the State of Delaware, effective as of the time of filing, designating the rights, preferences, privileges and restrictions of the shares of the Series A Preferred Stock.

General; No Transferability. Shares of Series A Preferred Stock will be uncertificated and represented in book-entry form. No shares of Series A Preferred Stock may be transferred by the holder thereof.

Voting Rights. The Certificate of Designation provides that each share of Preferred Stock will have 1,000 votes and will vote together with the outstanding shares of Class 2 Common Stock as a single class exclusively with respect to any proposal to adopt amendments to the Company's amended and restated certificate of incorporation (as amended) (collectively, the "**Charter Amendments**") (as the same may be set forth and more particularly described in any definitive proxy statement on Schedule 14A filed by the Company with the Securities and Exchange Commission) by (a) eliminating provisions relating to the Company's Class 1 common stock, par value $0.0001 per share (the "**Class 1 Common Stock**"), in connection with the previous automatic conversion of all issued and outstanding shares of Class 1 Common Stock into shares of Class 2 Common Stock, (b) reclassifying the authorized shares of Class 1 Common Stock as Class 2 Common Stock, and (c) adding a provision to automatically reclassify each issued and outstanding share of Class 2 Common Stock as one share of common stock, par value $0.0001, of the Company ("**Common Stock**"), the cumulative result being the Company having only two classes of stock authorized for issuance—Common Stock and Preferred Stock.

The Series A Preferred Stock will be voted, without action by the holder, on any such proposal in the same proportion as shares of Class 2 Common Stock are voted. The Series A Preferred Stock otherwise has no voting rights except as otherwise required by the General Corporation Law of the State of Delaware.

Dividends. Holders of Series A Preferred Stock are entitled to receive dividends on shares of Series A Preferred Stock equal (on an as-if-converted-to-Class-2-Common-Stock basis, disregarding for such purpose any conversion limitations hereunder) to and in the same form as dividends actually paid on shares of the Class 2 Common Stock when, as and if such dividends are paid on shares of the Class 2 Common Stock. No other dividends shall be paid on shares of Series A Preferred Stock.

Rank; Liquidation. The Series A Preferred Stock ranks *pari passu* with the Class 2 Common Stock as to any distribution of assets upon a liquidation, dissolution or winding up of the Company, whether voluntarily or involuntarily.

Automatic Conversion. Upon the closing of the polls at any meeting of the Company's stockholders held for the purpose of voting on the Charter Amendments (taking into account any adjournment or postponement thereof), each issued and outstanding share of Series A Preferred Stock will, without any further action on the part of the holder thereof or the Company, automatically be converted (the "**Automatic Conversion**") into a number of fully paid and nonassessable shares of Common Stock as determined by dividing the Stated Value (as defined by the Certificate of Designation) by the Conversion Price then in effect. The conversion price per share upon an Automatic Conversion for the Series A Preferred Stock shall be the Stated Value of such share, subject to adjustment in the event that the Conversion Price then in effect is equal to or less than the Minimum Price, as defined in Nasdaq Listing Rule 5635(d)(1)(A) (the "**Conversion Price**").

The foregoing summary of the Certificate of Designation does not purport to be complete and is subject to, and qualified in its entirety by, such document, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Exhibit Description
3.1	Certificate of Designation of Series A Preferred Stock of Tilray Brands, Inc. dated February 21, 2023.
5.1	Opinion of DLA Piper LLP (US).
10.1	Voting Agreement dated as of February 21, 2023, between Double Diamond Holdings Ltd. and Tilray Brands, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TILRAY BRANDS, INC.

Dated: February 21, 2023

By: /s/ Mitchell Gendel
Mitchell Gendel
Global General Counsel

Exhibit 3.1

TILRAY BRANDS, INC.
CERTIFICATE OF DESIGNATION
OF
SERIES A PREFERRED STOCK

PURSUANT TO SECTION 151 OF THE
GENERAL CORPORATION LAW OF THE STATE OF DELAWARE

THE UNDERSIGNED DOES HEREBY CERTIFY, on behalf of Tilray Brands, Inc., a Delaware corporation (the "**Corporation**"), that the following resolution was duly adopted by the board of directors of the Corporation (the "**Board of Directors**"), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware, as amended (the "**DGCL**"), acting by written consent without a meeting on February 20, 2023, which resolution provides for the creation of a series of the Corporation's Preferred Stock, par value $0.0001 per share, which is designated as "Series A Preferred Stock," with the rights, powers and preferences, and the qualifications, limitations and restrictions thereof, set forth therein.

WHEREAS, the amended and restated certificate of incorporation of the Corporation (as amended, the "**Certificate of Incorporation**"), provides for a class of capital stock of the Corporation known as preferred stock, consisting of 10,000,000 shares, par value $0.0001 per share (the "**Preferred Stock**"), issuable from time to time in one or more series, and further provides that the Board of Directors is expressly authorized, to provide for the issue of all or any of the shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designation, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such shares and as may be permitted by the DGCL.

NOW, THEREFORE, BE IT RESOLVED, that effective as of February 20, 2023, pursuant to authority conferred upon the Board of Directors by the Certificate of Incorporation, (i) a series of Preferred Stock be, and hereby is, authorized by the Board of Directors; (ii) the Board of Directors hereby authorizes the issuance of 120,000 shares of Series A Preferred Stock; and (iii) the Board of Directors hereby fixes the designations, powers, preferences and rights, and the qualifications, limitations or restrictions thereof, of such shares of Preferred Stock, in addition to any provisions set forth in the Certificate of Incorporation that are applicable to all series of the Preferred Stock, as follows:

TERMS OF PREFERRED STOCK

1. Designation, Amount and Par Value. The series of Preferred Stock created hereby shall be designated as the Series A Preferred Stock (the "**Series A Preferred Stock**"), and the number of shares so designated shall be 120,000. Each share of Series A Preferred Stock shall have a par value of $0.0001 per share and a stated value equal to $3.01 (the "**Stated Value**").

2. Dividends. Holders of Series A Preferred Stock shall be entitled to receive, and the Corporation shall pay, dividends on shares of Series A Preferred Stock equal (on an as-if-converted-to-Class-2-Common-Stock (as defined below) basis, disregarding for such purpose any conversion limitations hereunder) to and in the same form as dividends actually paid on shares of the Class 2 Common Stock when, as and if such dividends are paid on shares of the Class 2 Common Stock. No other dividends shall be paid on shares of Series A Preferred Stock.

3. Voting Rights. Except as otherwise provided by the Certificate of Incorporation or required by law, the holders of shares of Series A Preferred Stock shall have the following voting rights:

3.1. Except as otherwise provided herein, each outstanding share of Series A Preferred Stock shall have 1,000 votes per share. The outstanding shares of Series A Preferred Stock shall vote together with the outstanding shares of Class 2 common stock, par value $0.0001 per share (the "**Class 2 Common Stock**"), of the Corporation as a single class exclusively with respect to the Charter Amendments (as defined below) and shall not be entitled to vote on any other matter except to the extent required under the DGCL; *provided*, *however*, that the number of authorized shares of Series A Preferred Stock may be increased or decreased (but not below the number of shares thereof then-outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of Series A Preferred Stock voting separately as a class shall be required therefor. As used herein, the term "**Charter Amendments**" means, jointly and severally, any proposal to adopt amendments to the Certificate of Incorporation (as the same may be set forth and more particularly described in any definitive proxy statement on Schedule 14A filed by the Corporation with the Securities and Exchange Commission) by (a) eliminating provisions relating to the Corporation's Class 1 common stock, par value $0.0001 per share (the "**Class 1 Common Stock**"), in connection with the previous automatic conversion of all issued and outstanding shares of Class 1 Common Stock into shares of Class 2 Common Stock, (b) reclassifying the authorized shares of Class 1 Common Stock as Class 2 Common Stock, and (c) adding a provision to automatically reclassify each issued and outstanding share of Class 2 Common Stock as one share of common stock, par value $0.0001, of the Corporation ("**Common Stock**"), the cumulative result being the Corporation having only two classes of stock authorized for issuance—Common Stock and Preferred Stock.

3.2. Unless otherwise provided on any applicable proxy or ballot with respect to the voting on the Charter Amendments, the vote of each share of Series A Preferred Stock entitled to vote on the Charter Amendments or any other matter brought before any meeting of stockholders held to vote on the Charter Amendments (including any adjournment or postponement thereof) shall be voted in the same manner and proportion as shares of Class 2 Common Stock that are entitled to vote thereon are voted (excluding any shares of Class 2 Common Stock that are not voted) on the Charter Amendments or such other matter, as applicable, and the proxy or ballot with respect to shares of Class 2 Common Stock held by any holder on whose behalf such proxy or ballot is submitted will be deemed to include all shares of Series A Preferred Stock held by such holder. Holders of Series A Preferred Stock will not receive a separate ballot or proxy to cast votes with respect to the Series A Preferred Stock on the Charter Amendments or any other matter brought before any meeting of stockholders held to vote on the Charter Amendments (including any adjournment or postponement thereof).

4. Rank; Liquidation. The Series A Preferred Stock shall rank *pari passu* with the Class 2 Common Stock as to any distribution of assets upon a liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily (a "**Dissolution**"). For the avoidance of any doubt, but without limiting the foregoing, neither the merger or consolidation of the Corporation with or into any other entity, nor the sale, lease, exchange or other disposition of all or substantially all of the Corporation's assets shall, in and of itself, be deemed to constitute a Dissolution.

5. Automatic Conversion.

5.1. The Series A Preferred Stock shall only be convertible into Common Stock pursuant to an Automatic Conversion (as defined below) and shall in no event be convertible at the option of the holder thereof. Shares of the Series A Preferred Stock converted into shares of the Common Stock in accordance with the terms hereof shall resume the status of authorized but unissued shares of Preferred Stock and shall no longer be designated as Series A Preferred Stock.

5.2. The conversion price per share upon an Automatic Conversion for the Series A Preferred Stock shall be the Stated Value of such share, subject to adjustment as set forth and more particularly described herein (the "**Conversion Price**").

5.3. Upon the closing of the polls at any meeting of the Corporation's stockholders held for the purpose of voting on the Charter Amendments (taking into account any adjournment or postponement thereof) (the "**Conversion Time**"), each issued and outstanding share of Series A Preferred Stock shall, without any further action on the part of the holder thereof or the Corporation, automatically be converted (the "**Automatic Conversion**") into a number of fully paid and nonassessable shares of Common Stock as determined by dividing the Stated Value by the Conversion Price then in effect; *provided*, *however*, that in no event shall such Conversion Price be equal to or less than the Minimum Price, as defined in Nasdaq Listing Rule 5635(d)(1)(A).

5.4. The Corporation shall not be required to provide notice to any holder of outstanding shares of Series A Preferred Stock of the Automatic Conversion or the Conversion Time.

5.5. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Series A Preferred Stock. As to any fraction of a share which the holder thereof would otherwise be entitled to purchase upon such conversion, the Corporation 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 or round up to the next whole share.

5.6. All shares of Series A Preferred Stock converted as provided in this Section 5 shall no longer be deemed outstanding as of the Conversion Time, and all rights with respect to such shares shall immediately cease and terminate as of such time, other than the right of the holder to receive shares of Common Stock and payment in lieu of any fraction of a share, if applicable, in exchange therefor.

6. No Permitted Transfer. Shares of Series A Preferred Stock will be uncertificated and represented in book-entry form. No shares of Series A Preferred Stock may be transferred by the holder thereof.

7. Fractional Shares. The Series A Preferred Stock may be issued in whole shares or in any fraction of a share that is one one-thousandth (1/1,000th) of a share or any integral multiple of such fraction, which fractions shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, participate in distributions upon a Dissolution and have the benefit of any other rights of holders of Series A Preferred Stock.

8. Amendment and Waiver. No provision of this Certificate of Designation may be amended, modified, or waived except by an instrument in writing executed by the Corporation, and any such written amendment, modification, or waiver will be binding upon the Corporation and each holder of Series A Preferred Stock.

9. Severability. Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series A Preferred Stock to be duly executed by the undersigned duly authorized officer as of this 21st day of February, 2023.

TILRAY BRANDS, INC.

By: /s/ Mitchell Gendel

Name: Mitchell Gendel
Title: Global General Counsel and Corporate Secretary

Exhibit 5.1

February 21, 2023

Tilray Brands, Inc.
265 Talbot Street West
Leamington, Ontario, Canada

Ladies and Gentlemen:

We are acting as counsel to Tilray Brands, Inc., a Delaware corporation (the "**Company**"), in connection with the offering of 2,208,739 shares of its common stock, par value $0.0001, to be sold by certain selling stockholders (the "**Shares**") as described in the Prospectus (as defined below), pursuant to a Registration Statement on Form S-3 (Registration Statement No. 333-267788) (the "**Registration Statement**"), filed with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), the prospectus included in the Registration Statement (the "**Base Prospectus**"), and the prospectus supplement, dated February 21, 2023, filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations of the Act (the "**Prospectus Supplement**" and together with the Base Prospectus, the "**Prospectus**"). The Registration Statement was filed with the Commission and became automatically effective on October 7, 2022.

As counsel for the Company, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary for the purposes of rendering this opinion and we are familiar with the proceedings taken and proposed to be taken by the Company in relation to the registration of the resale of the Shares. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. This opinion letter is given, and all statements herein are made, in the context of the foregoing.

This opinion letter is based as to matters of law solely on the Delaware General Corporation Law, as amended. We express no opinion herein as to any other laws, statutes, ordinances, rules, or regulations. As used herein, the term "Delaware General Corporation Law, as amended" includes the statutory provisions contained therein, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws.

Based upon, subject to and limited by the foregoing, we are of the opinion that the Shares are validly issued, fully paid and non-assessable.

This opinion letter has been prepared for use in connection with the Prospectus Supplement. We assume no obligation to advise you of any changes in the foregoing subsequent to the date of the Prospectus Supplement.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Company's Current Report on Form 8-K to be filed with the Commission on or about February 21, 2023, which will be incorporated by reference in the Registration Statement, and the reference to us under the caption "Legal Matters" in the Prospectus Supplement, which is a part of the Registration Statement. In giving such consent, we do not hereby admit that we are acting within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission thereunder.

Very truly yours,

/s/ DLA Piper LLP (US)

Exhibit 10.1

VOTING AGREEMENT

This VOTING AGREEMENT (this "**Agreement**") dated as of February 21, 2023, is entered into by and between Double Diamond Holdings Ltd., an Ontario corporation ("**Stockholder**"), and Tilray Brands, Inc., a Delaware corporation (the "**Company**"). The Company and Stockholder are each sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 1.

WHEREAS, concurrently with the execution of this Agreement, the Company and Stockholder have entered, or will enter, into an assignment and assumption agreement (as the same may be amended from time to time, the "**Assignment Agreement**"), providing for, among other things, the assignment and transfer (the "**Assignment**") of a promissory note issued by 1974568 Ontario Limited, an Ontario corporation, in favor of the Stockholder in the amount of $6,648,304 to the Company in exchange for (i) 2,208,739 shares of class 2 common stock, par value $0.0001 per share, of the Company ("**Class 2 Common Stock**"); and (ii) 120,000 shares of Series A preferred stock, par value $0.0001 per share, of the Company ("**Preferred Stock**");

WHEREAS, in order to induce the Company to enter into the Assignment Agreement, Stockholder is making certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the shares of Class 2 Common Stock and shares of Preferred Stock Beneficially Owned by Stockholder, in each case, as set forth on Schedule A hereto (the "**Original Shares**" and, together with any additional shares of capital stock of the Company Stockholder acquires legal or beneficial ownership of or control or direction over after the date of this Agreement, the "**Shares**"); and

WHEREAS, as a condition to its willingness to enter into the Assignment Agreement, the Company has required that Stockholder, and Stockholder has agreed to, execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Assignment Agreement. When used in this Agreement, the following terms in all of their tenses, cases, and correlative forms shall have the meanings assigned to them in this Section 1.

(a) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person. For the purposes of this definition, "control" (including, the terms "controlling," "controlled by," and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract, or otherwise.

(b) "**Beneficially Own**" or "**Beneficial Ownership**" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, "Beneficially Own" and "Beneficial Ownership" shall also include record ownership of securities.

(c) "**Beneficial Owner**" means the Person who Beneficially Owns the referenced securities.

(d) "**Business Day**" means any day, other than Saturday, Sunday, or any day on which SEC or banking institutions located in New York, New York, or Toronto, Canada are authorized or required by Law or other governmental action to close.

(e) "**Certificate of Incorporation**" means the amended and restated certificate of incorporation of the Company, as amended.

(f) "**Charter Amendments**" means, jointly and severally, any proposal to adopt amendments to the Certificate of Incorporation (as the same may be set forth and more particularly described in any definitive proxy statement on Schedule 14A filed by the Company with the Securities and Exchange Commission) by (a) eliminating provisions relating to the Company's Class 1 common stock, par value $0.0001 per share (the "**Class 1 Common Stock**"), in connection with the previous automatic conversion of all issued and outstanding shares of Class 1 Common Stock into shares of Class 2 Common Stock, (b) reclassifying the authorized shares of Class 1 Common Stock as Class 2 Common Stock, and (c) adding a provision to automatically reclassify each issued and outstanding share of Class 2 Common Stock as one share of common stock, par value $0.0001, of the Company("**Common Stock**"), the cumulative result being the Company having only two classes of stock authorized for issuance—Common Stock and Preferred Stock.

(g) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(h) "**Expiration Time**" has the meaning set forth in Section 8.

(i) "**Governmental Entity**" means any supranational, national, state, municipal, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority.

(j) "**Laws**" means any federal, state, local, municipal, foreign, multi-national or other laws, common law, statutes, constitutions, ordinances, rules, regulations, codes, Orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Entity.

(k) "**Legal Action**" means any legal, administrative, arbitral, or other proceedings, suits, actions, investigations, examinations, claims, audits, hearings, charges, complaints, indictments, litigations, or examinations.

(l) "**Liens**" means, with respect to any property or asset, all pledges, liens, mortgages, charges, encumbrances, hypothecations, options, rights of first refusal, rights of first offer, and security interests of any kind or nature whatsoever.

(m) "**Person**" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, Governmental Entity, or other entity or group (which term will include a "group" as such term is defined in Section 13(d)(3) of the Exchange Act).

(n) "**Representatives**" means, with respect to any Person, such Person's directors, officers, employees, investment bankers, attorneys, accountants, consultants, or other agents or advisors.

(o) "**Takeover Proposal**" means with respect to the Company, an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group relating to any transaction or series of related transactions, involving any: (i) direct or indirect acquisition of assets of such party hereto or its subsidiaries (including any voting equity interests of subsidiaries, but excluding sales of assets in the ordinary course of business) equal to 15% or more of the fair market value of such party and its subsidiaries' consolidated assets or to which 15% or more of such party's and its subsidiaries' net revenues or net income on a consolidated basis are attributable; (ii) direct or indirect acquisition of 15% or more of the voting equity interests of such party hereto or any of its subsidiaries whose business constitutes 15% or more of the consolidated net revenues, net income, or assets of such party and its subsidiaries, taken as a whole; (iii) tender offer or exchange offer that if consummated would result in any Person or group (as defined in Section 13(d) of the Exchange Act) beneficially owning (within the meaning of Section 13(d) of the Exchange Act) 15% or more of the voting power of such party hereto; (iv) merger, consolidation, other business combination, or similar transaction involving such party hereto or any of its subsidiaries, pursuant to which such Person or group (as defined in Section 13(d) of the Exchange Act) would own 15% or more of the consolidated net revenues, net income, or assets of such party and its subsidiaries, taken as a whole; (v) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of such party hereto or one or more of its subsidiaries which, individually or in the aggregate, generate or constitute 15% or more of the consolidated net revenues, net income, or assets of such party and its subsidiaries, taken as a whole; or (vi) any combination of the foregoing.

2. Representations of Stockholder.

Stockholder represents and warrants to the Company that:

(a) **Ownership of Shares**. Stockholder (i) is the Beneficial Owner of, and has good and marketable title to, all of the Original Shares free and clear of any proxy, voting restriction, adverse claim, or other Liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) has the sole voting and sole disposition power over all of the Original Shares. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which Stockholder is a party relating to the pledge, disposition, or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) **Disclosure of All Shares Owned**. Stockholder does not Beneficially Own any shares of capital stock of the Company other than the Original Shares.

(c) **Power and Authority; Binding Agreement.** Stockholder has full corporate power and authority to enter into, execute, and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 3(b))). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid, and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally.

(d) **No Conflict.** The execution and delivery of this Agreement by Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law applicable to Stockholder or result in any breach of or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any Lien on any of the Shares pursuant to, any agreement or other instrument or obligation including constating documents binding upon Stockholder or any of the Shares.

(e) **No Consents.** No consent, approval, Order, or authorization of, or registration, declaration, or filing with, any Governmental Entity or any other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement.

(f) **No Litigation.** There is no Legal Action pending against, or, to the knowledge of Stockholder, threatened against or affecting, Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of Stockholder to perform Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) **Agreement to Vote and Approve.** Stockholder irrevocably and unconditionally agrees during the term of this Agreement, at any annual or special meeting of the Company called with respect to the following matters, and at every adjournment or postponement thereof, and on every action or approval by written consent or consents of the Company stockholders with respect to any of the following matters, to vote or cause the holder of record to vote the Shares (i) in favor of (1) the Charter Amendments; and (2) any proposal to adjourn or postpone such meeting of stockholders of the Company to a later date if there are not sufficient votes to approve the Charter Amendments; and (ii) against (1) any any action, proposal, transaction, or agreement which could reasonably be expected to result in a breach of any covenant, representation or warranty, or any other obligation or agreement of the Company or Stockholder under the Assignment Agreement, or of Stockholder under this Agreement, and (2) any action, proposal, transaction, or agreement that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect, or inhibit the timely approval of the Charter Amendments or the holding of the meeting to vote thereon (including any adjournment or postponement thereof) or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's organizational documents which are not otherwise consistent with the Charter Amendments); *provided*, *however*, that any such Shares of Preferred Stock voted on such proposals shall, automatically and without further action of Stockholder, be voted in the same proportion as Shares of Class 2 Common Stock (excluding any Shares of Class 2 Common Stock that are not voted) that are entitled to vote on such proposals are voted on the Charter Amendments. For the avoidance of doubt, and for illustrative purposes only, if 30% of the aggregate votes cast by Shares of Class 2 Common Stock in connection with the Charter Amendments are voted against such proposal, and 70% of the aggregate votes cast by Shares of Class 2 Common Stock, voting in connection with the Charter Amendments, are voted in favor thereof, then 30% of the votes cast by the Shares of Preferred Stock voting in connection with the Charter Amendments shall vote against the approval of the Charter Amendments, and 70% of such votes shall be cast in favor of the Charter Amendments.

(b) **Irrevocable Proxy.** Stockholder hereby appoints the Company and any designee of the Company and each of them individually, until the Expiration Time (at which time this proxy shall automatically be revoked), its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by Stockholder with respect to the Shares. The power of attorney granted by Stockholder herein is a durable power of attorney and shall survive the bankruptcy of Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. No Voting Trusts or Other Arrangement.

Stockholder agrees that, during the term of this Agreement, Stockholder will not, and will not permit any entity under Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares, or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with the Company.

5. Transfer and Encumbrance.

Stockholder agrees that during the term of this Agreement, Stockholder will not, directly or indirectly, transfer, sell, offer, exchange, assign, pledge, convey any legal or Beneficial Ownership interest in or otherwise dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by operation of Law, or otherwise), or encumber ("**Transfer**") any of the shares of Preferred Stock or enter into any contract, option, or other agreement with respect to, or consent to, a Transfer of, any of the Preferred Stock shares or Stockholder's voting or economic interest therein. Any attempted Transfer of the Preferred Stock shares or any interest therein in violation of this Section 5 shall be null and void.

6. Additional Shares.

Stockholder agrees that all shares of capital stock of the Company that Stockholder purchases, acquires the right to vote, or otherwise acquires Beneficial Ownership of after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement and shall constitute Shares for all purposes of this Agreement. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares, or the like of the capital stock of the Company affecting the Shares, the terms of this Agreement shall apply to the resulting securities and such resulting securities shall be deemed to be "Shares" for all purposes of this Agreement.

7. Waiver of Certain Actions.

Stockholder hereby agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any Action, derivative or otherwise, against the Company, or any of its subsidiaries or successors: (a) challenging the validity of, or seeking to enjoin or delay the operation of, any provision of this Agreement or the Assignment Agreement (including any claim seeking to enjoin or delay any meeting held to vote upon the Charter Amendments); or (b) to the fullest extent permitted under Law, alleging a breach of any duty of the board of directors of the Company in connection with the Charter Amendments, Assignment Agreement, this Agreement, or the transactions contemplated thereby or hereby.

8. Termination.

This Agreement shall terminate upon the earliest to occur of (the "**Expiration Time**") (a) the Conversion Time (as defined in the certificate of designation for the Preferred Stock, as attached to the Assignment Agreement); (b) the date on which the Assignment Agreement is terminated in accordance with its terms; and (c) the termination of this Agreement by mutual written consent of the Parties. Nothing in this Section 8 shall relieve or otherwise limit the liability of any Party for any intentional breach of this Agreement prior to such termination.

9. No Solicitation.

Stockholder shall not, and shall cause its subsidiaries not to, and shall use it reasonable best efforts to cause its Affiliates' and Representatives not to: (a) directly or indirectly solicit, seek, initiate, knowingly encourage, or knowingly facilitate any inquiries regarding, or the making of, any submission or announcement of a proposal or offer that constitutes, or could reasonably be expected to lead to, any Takeover Proposal; (b) directly or indirectly engage in, continue, or otherwise participate in any discussions or negotiations regarding, or furnish or afford access to any other Person any information in connection with or for the purpose of encouraging or facilitating, any proposal or offer that constitutes, or could reasonably be expected to lead to, any Takeover Proposal; (c) enter into any agreement, agreement in principle, letter of intent, memorandum of understanding, or similar arrangement with respect to a Takeover Proposal; (d) solicit proxies with respect to a Takeover Proposal or otherwise encourage or assist any Person in taking or planning any action that could reasonably be expected to compete with, restrain, or otherwise serve to interfere with or inhibit the timely approval of the Charter Amendments or the holding of the meeting to vote thereon (including any adjournment or postponement thereof); or (e) initiate a stockholders' vote or action by written consent of the Company's stockholders with respect to a Takeover Proposal.

10. Further Assurances.

Stockholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as the Company may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

11. Stop Transfer Instructions.

At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, Stockholder hereby authorizes the Company or its counsel to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Shares (and that this Agreement places limits on the voting and transfer of the Shares), subject to the provisions hereof and provided that any such stop transfer order and notice will immediately be withdrawn and terminated by the Company following the Expiration Time.

12. Specific Performance.

Each Party hereto acknowledges that it will be impossible to measure in money the damage to the other Party if a Party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other Party will not have an adequate remedy at Law or damages. Accordingly, each Party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at Law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Party has an adequate remedy at Law. Each Party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other Party's seeking or obtaining such equitable relief.

13. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the Parties hereto with respect to the subject matter hereof and contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the Parties hereto. No waiver of any provisions hereof by either Party shall be deemed a waiver of any other provisions hereof by such Party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Party.

14. Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given upon the earlier of actual receipt or (a) when delivered by hand (providing proof of delivery); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 14):

If to the Company:

Tilray Brands, Inc.
265 Talbot Street West
Leamington ON N8H 5L4
Canada
Attention: Mitchell Gendel, Global General Counsel
Email: mitchell.gendel@tilray.com

with copies (which shall not constitute notice) to:

DLA Piper LLP (US)
1251 Avenue of the Americas, 25th Floor
New York, New York 10020
Attention: Christopher P. Giordano
Email: christopher.giordano@us.dlapiper.com

DLA Piper (Canada) LLP
Suite 6000, 1 First Canadian Place
PO Box 367, 100 King St W
Toronto ON M5X 1E2
Canada
Attention: Russel Drew
Email: russel.drew@dlapiper.com

If to Stockholder, to the mailing address or email address set forth for Stockholder on Schedule A hereof.

15. Indemnity

The Company (as "**Indemnifying Party**") shall indemnify and hold harmless the Stockholder and its officers and directors (collectively, the "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines or costs (collectively, "**Losses**"), arising out of or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise ("**Claim**") relating to the issuance of Preferred Stock to the Stockholder under the terms of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any Claim if such Claim, or corresponding Losses, arise out of or result from, in whole or in part, any Indemnified Party's:

(a) Wilful, reckless or negligent acts or omissions; or

(b) Failure to comply with any of its obligations set forth in this Agreement.

16. Miscellaneous.

(a) **Governing Law.** This Agreement, and all Legal Actions (whether based on contract, tort, or statute) arising out of or relating to, or in connection with this Agreement or the actions of any of the Parties in the negotiation, administration, performance, or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) **Submission to Jurisdiction.** Each of the Parties hereto irrevocably agrees that any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party hereto or its successors or assigns shall be brought and determined exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Legal Action, in any state or federal court within the State of Delaware. Each of the Parties hereto agrees that service of process or other papers in connection with any such Legal Action in the manner provided for notices in Section 14 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the Parties hereto hereby irrevocably submits with regard to any such Legal Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder: (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 15(b) (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise); and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action, or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action, or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15(c).

(d) **Expenses.** All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense, whether or not the Assignment is consummated.

(e) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(g) **Section Headings.** All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(h) **Assignment**. Neither Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except that the Company may assign, in its sole discretion, all or any of its rights, interests and obligations hereunder to any of its Affiliates. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns. Any assignment contrary to the provisions of this Section 15(h) shall be null and void.

(i) **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

TILRAY BRANDS, INC.

By: /s/ Mitchell Gendel
Name: Mitchell Gendel
Title: Global General Counsel

DOUBLE DIAMOND HOLDINGS LTD.

By: /s/ Christopher Mastronardi
Name: Christopher Mastronardi
Title: Chief Executive Officer

SCHEDULE A

STOCKHOLDER INFORMATION

and

BENEFICIAL OWNERSHIP OF SHARES

Stockholder Name:	Double Diamond Holdings Ltd.
Stockholder Address:	P.O. Box 251 Leamington ON N8H 3W2 Canada
Stockholder Email Address:	chris@doublediamondacres.com
Shares of Class 2 Common Stock Beneficially Owned:*	2,208,739
Shares of Preferred Stock Beneficially Owned:	120,000
Total number of Shares Beneficially Owned:	2,328,739

*excluding shares of Class 2 Common Stock into which shares of Preferred Stock are convertible