

STOCK PURCHASE AGREEMENT

AMONG

FIREHOUSE HOLDINGS, INC., A NEVADA CORPORATION,

AND

GROW BIG TIME, INC., A CALIFORNIA CORPORATION

This Stock Purchase Agreement (this “Agreement”) is made and entered into as of the date set forth on the signature page of this Agreement (the “Effective Date”), by and between Grow Big Time, Inc., a California corporation (“Buyer”) with principal offices located at 6800 Duncan Lane, Carmichael, CA 95608 and Firehouse Holdings, Inc., a Nevada corporation (“Seller”), who is the sole shareholder of T.H.C.A. Inc., a California corporation with principal offices located at 5380 S. Watt Avenue, Sacramento, California 95826 (“T.H.C.A.”). (Buyer and Seller shall be referred to collectively as the “Parties” or singularly as a “Party”.)

RECITALS

- A. WHEREAS, T.H.C.A. has Ten Thousand (10,000) outstanding and issued shares of common stock.
- B. WHEREAS, Seller holds all rights, title, and interest in and to all Ten Thousand (10,000) shares of common stock in T.H.C.A., which constitutes all outstanding and issued shares of T.H.C.A. stock.
- C. WHEREAS, T.H.C.A. conducts business at 5380 S. Watt Avenue, Sacramento, CA 95826 (the “Building”).
- D. WHEREAS, Seller wishes to sell and transfer to Buyer, and Buyer wishes to purchase and assume from Seller, all outstanding issued shares of T.H.C.A., as described in this Agreement and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. PURCHASE OF T.H.C.A. SHARES

- 1.1. At Closing, and subject to the terms and conditions of this Agreement, Seller hereby agrees to transfer, free from any encumbrances, to Buyer, Ten Thousand (10,000) shares of common stock in T.H.C.A.

1.1.1. Seller will receive from Buyer, and Buyer will pay to Seller, as consideration, and on the terms set forth herein, the Purchase Price as defined further below.

1.1.2. The term “Closing Date” shall mean the satisfaction or waiver of all conditions provided in this Agreement, the consummation of all transactions contemplated by this Agreement, and the completion of all obligations.

2. PURCHASE PRICE AND LICENSE MODIFICATION

2.1. The Parties, through negotiation and independent evaluation and assessment, have determined that the reasonable value of T.H.C.A. shares of common stock equals Three Hundred and Ninety-Four Dollars and No Cents (\$394.00) per share. The aggregate purchase price for all outstanding shares in T.H.C.A. shall be Three Million Nine Hundred and Forty Thousand Dollars (\$3,940,000.00) (the “Purchase Price”).

2.2. Upon the First Payment (defined below) and transfer of twenty-five (25) percent of shares in T.H.C.A., within fourteen (14) days of the additional ownership, Seller as the majority owner in T.H.C.A. shall submit information required for each new owner pursuant to 4 CCR §§15002(c)(16) and 15023(c). Within thirty (30) days of the same, pursuant to Sacramento City Code (“City Code”) §5.150.070, T.H.C.A shall notify the City of Sacramento of the addition of ownership to the Business Operations Permit Application.

Upon, approval of additional owners, and subject to the completion of the Second and Third Payment, the Parties will cause the representatives of Seller to be thereafter removed from the licenses and ensure that Buyer has access to all licensing information and databases and ability and authority to communicate with licensing authorities includes the Department of Cannabis Control and City of Sacramento, Office of Cannabis Management. The Parties acknowledge that the License Modification and removal of Seller’s representative involve governmental processes and processing that are uncertain, including as to time to complete. However, the Parties shall take commercially reasonable steps to affect the License Modification and execute all documents necessary to cause the License Modification to occur. In the event the Parties are unable to complete the License Modification for any reason, then the Parties shall meet in good faith to seek an equitable resolution and handling. In the event the Parties are incapable of voluntarily resolving such matters directly, then the Parties shall submit the matter to binding arbitration pursuant to this Agreement.

2.3. Buyer shall pay the Purchase Price by wire transfer to Seller, with Seller to promptly provide wire transfer instructions to Buyer, in accordance with the following schedule:

- (i) Buyer shall make a first payment of One Million Dollars (\$1,000,000.00) on the Effective Date (the “First Payment”) and Seller shall transfer twenty-five (25) percent of shares amounting to two-thousand five hundred (2,500) shares;
- (ii) Buyer shall make a second payment of Two Million Dollars (\$2,000,000.00) no later than four (4) weeks after the Effective Date (the “Second Payment”) and Seller shall

transfer fifty (50) percent of the total shares amounting to five thousand (5,000) shares; and

- (iii) Buyer shall make a third payment of Nine Hundred and Forty Thousand Dollars (\$940,000.99) no later than sixty (60) days after the issuance of a Certificate of Occupancy for the Building (the “Third Payment”) and Seller shall transfer the remaining twenty-five (25) percent of shares amounting to two-thousand five hundred (2,500) shares. However, Buyer shall have no obligation to make the Third Payment unless and until Seller has satisfied all Outstanding Liabilities, as outlined in 5.9, and 5.10 of this agreement.

Upon Buyer paying to Seller the First Payment, Second Payment, and Third Payment as described above, Buyer shall have satisfied the entirety of the Purchase Price under this Agreement. Seller shall complete and provide to Buyer any documentation required on behalf of T.H.C.A. to reflect the transfers of shares described herein upon written request from Buyer.

- 3. CONDITIONS FOR CLOSING. The obligations of the Parties to complete the transfers of shares, and any corresponding payment under this Agreement, are subject to fulfillment of the following conditions (which shall be referred to as the “Conditions for Closing”):
 - 3.1. Lease and Purchase Option Consent. Seller, through T.H.C.A., shall obtain written consent from the present owner of the Building regarding the assignment of the current lease and purchase option of the Building from T.H.C.A. to Buyer. A copy of the signed consent shall be attached as Attachment A.
 - 3.2. Corporate Resolutions. Seller, through T.H.C.A., shall cause a Resolution to be adopted by the shareholder and board of directors of T.H.C.A. reflecting the resignation of the current board of directors and approval of entering into this Agreement. A copy of the Resolution shall be attached as and in substantially similar form as Attachment B. Upon First Payment, Seller shall make all books and records of T.H.C.A. available to Buyer.
 - 3.3. Access to Building. Upon Buyer completing the First Payment, Seller shall provide Buyer keys and complete access to the Building as well as the ability to alter and make alterations to property and premises to commence commercial cannabis operations in accordance with City of Sacramento requirements, subject to any terms and requirements under the Building’s lease in effect at the time.
 - 3.4. Personal Property of T.H.C.A. There are no changes to the condition or location of T.H.C.A.’s tangible personal property as inspected and observed by representatives of Buyer on November 1, 2021 during an in-person inspection of the Building and personal property therein. In addition to the personal property within the Building, T.H.C.A.’s personal property also includes equipment located in a storage container outside the Building. Seller represents that no assets have been removed, added, damaged, modified, or altered in any materially way since the inspection. The Parties acknowledge and agree that a more definitive list of personal property assets belonging to T.H.C.A. will be prepared by Seller and subsequently provided to Buyer.

within fourteen (14) days of the Effective Date, and which may be subject to an amendment of this Agreement at such time to incorporate the same.

4. CLOSING DELIVERIES

4.1. On the Closing Date, Buyer shall:

4.1.1. Initiate the wire transfer of the portion of the Purchase Price as detailed in Section 2 of the Agreement.

4.1.2. Provide all documents, signatures, or other deliverables as provided for in the Conditions of Closing.

4.2. On the Closing Date, Seller shall:

4.2.1. Provide all documents, signatures, or other deliverables as provided for in the Conditions for Closing.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer as follows:

5.1. Authorization. Seller has the legal capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Seller and is a legal, valid and binding obligation of Seller, enforceable against Seller by Buyer in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the enforcement of rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

5.2. Execution, Delivery, and Performance. The execution, delivery, and performance of this Agreement by Seller and Buyer, and the consummation of the transactions contemplated herein, have been approved by all requisite action by Seller.

5.3. No Prior Encumbrances.

5.3.1. The T.H.C.A. Shares transferred pursuant to this Agreement have not been previously encumbered, transferred, sold, or in any way had their alienability restricted, and that Seller has all requisite right, power and authority to effect the performances and covenants made by it in this Agreement.

5.3.2. There are no outstanding options or warrants with respect to, or privileges or rights to purchase or subscribe for, any common stock of T.H.C.A., obligations, or securities issued by T.H.C.A. convertible into shares of common stock in T.H.C.A., agreements provided for or relating to any options, warrants, purchase rights, privileges, convertible obligations, or securities to which T.H.C.A. is a party, or any agreements by T.H.C.A. to issue, sell, or acquire any of its common stock.

- 5.4. No Violation or Conflict. The execution and carrying out of the provisions of this Agreement and compliance with its provisions by Seller will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation of, any lien, charge, or encumbrance upon any of the properties or assets of T.H.C.A or any indenture, mortgage, deed of trust, agreement or other instrument to which T.H.C.A. is a party or by which it is bound or affected.
- 5.5. No Brokers or Finders. Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions, or finder's fees in connection with the transfer and conveyance of the shares.
- 5.6. Outstanding Securities. T.H.C.A. has only one class of stock, namely common stock, and is authorized to issue ten million (10,000,000) shares thereof. As of this Agreement, T.H.C.A. has issued ten thousand (10,000) shares of common stock, and all outstanding shares are held by Seller, free and clear of any encumbrance or lien. At Closing, Buyer will obtain good and valid title to such T.H.C.A. shares, as provided for in Section 2 as the case may be, of record and beneficially, free and clear of any encumbrance or lien.
- 5.7. No Subsidiaries. T.H.C.A. does not own or have any interest in any shares or have securities, or another ownership interest, in any other corporation, company, limited liability company, partnership, joint venture, unincorporated organization, trust, association or other entity.
- 5.8. Securities Laws Representations.
- 5.8.1. This Agreement is not a public offering and the issuance of the T.H.C.A. shares is intended to be made pursuant to exemptions from registration or the requirement to file a prospectus, offering memorandum, registration statement or similar document. This Agreement and the transfer of the T.H.C.A. shares is also intended to be exempt from the registration requirements of various state securities laws as may be applicable. Buyer understands that there are legal restrictions on the shares it is set to receive under this Agreement. The Parties have each had the opportunity to review this Agreement with an attorney that is familiar with securities laws and have done so to their satisfaction without any reliance on the other Party or the other Party's attorneys or other professionals.
- 5.8.2. Neither Seller nor any of its officers, directors, shareholders or employees have made any written or oral representations:
- 5.8.2.1. as to the future price or value of the T.H.C.A. shares; or
- 5.8.2.2. that T.H.C.A. is or will become a reporting issuer or the equivalent in any jurisdiction or that the T.H.C.A. shares or the shares that the T.H.C.A. shares are convertible into are or will be listed on any nationally recognized exchange in the United States.

- 5.9. Outstanding Liabilities. T.H.C.A. has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted (“Liabilities”), except those (a) that have been incurred in the ordinary course consistent with past practice and that are not, individually or in the aggregate, material in amount, or (b) that are provided below:
- 5.9.1. *Outstanding Tax Liability.* T.H.C.A. has an outstanding tax liability owed to the California Franchise Tax Board in the amount of approximately \$11,814.82. As a result, T.H.C.A. is presently “FTB SUSPENDED” before the California Secretary of State.
- 5.9.2. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$1,188.59.
- 5.9.3. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$241,500.50.
- 5.9.4. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$7,500.
- 5.9.5. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$1,350.
- 5.9.6. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$287.10.
- 5.9.7. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$1,057.77.
- 5.9.8. [REDACTED] T.H.C.A. has an outstanding obligation due to [REDACTED] in the amount of \$183,508.09.
- 5.9.9. [REDACTED] T.H.C.A. has an outstanding lease payment obligation to the landlord at the Building in the amount of approximately \$57,000.
- 5.9.10. [REDACTED] *Invoice(s) and Mechanics Lien.* T.H.C.A. owes [REDACTED] approximately \$60,105.93 in past due invoices for work performed. [REDACTED] has placed a Mechanic’s Lien on the Building in the amount of \$15,669.61.
- 5.9.11. [REDACTED] *Invoice(s) and Mechanics Lien.* T.H.C.A. owes [REDACTED] approximately \$385,362.16 in past due invoices for work performed. [REDACTED] has placed a Mechanic’s Lien on the Building in the same amount.
- 5.10. Satisfying Outstanding Liabilities. No later than ten (10) days after Buyer pays to Seller the Second Payment as defined above, Seller shall cause the Liabilities defined under Section 5.9(b) to be satisfied, in their entirety, by directing payments to the creditors and/or lienholders provided in the foregoing. Seller agrees to defend and indemnify Buyer for any

fees and commission owed pursuant to the indemnity provisions in Section 7 of this Agreement.

- 5.11. Building Inspections. Seller understands from the general contractor for improvements to the Building there are inspections outstanding inspection with respect to use of the Building for commercial cannabis cultivation, namely: (i) fire inspection, (ii) mechanical/CO2 inspection, and (iii) building final inspection.
- 5.12. Lease and Purchase Option. Seller and the owner of the Building executed a lease and purchase option agreement dated for reference August 29, 2018. Said lease and purchase option was extended to March 1, 2022 in an amendment dated September 1, 2020. Seller's position is that the lease and purchase option is valid until March 1, 2022. However, the owner of the Building has taken the position that the lease and purchase option agreement is no longer valid. Further, it is unclear whether a commission is owed to REeBroker Group related to the September 1, 2020 extension of the lease and purchase option in accordance with the LEASE/RENTAL COMMISSION AGREEMENT that has been provided to Buyer by Seller. Seller agrees to indemnify Buyer for any commission owed pursuant to the indemnity provisions in Section 7 of this Agreement.
- 5.13. Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against T.H.C.A., nor is there any basis for any of the foregoing. T.H.C.A. is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by T.H.C.A. currently pending or which it intends to initiate.
- 5.14. Compliance with Laws. T.H.C.A. has complied, and is now complying, with all laws applicable to it or its business or assets, other than acts of non-compliance which, in the aggregate, are not material, and other than the US Controlled Substances Act as it pertains to marijuana, and laws and regulations deriving therefrom.
- 5.15. Cannabis. T.H.C.A. is a business in the cannabis industry that tends and intends to transact in cannabis through its officers, agents, and affiliates. The cannabis industry involves continually changing and evolving laws at the national, state, and/or local level. As a result, any investment, business, or ownership related to the cannabis industry is highly speculative and uncertain.
- 5.16. Investment Representations.
- 5.16.1. No securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in any shares exchanged under this Agreement.
- 5.16.2. There is no government or other insurance covering any shares exchanged under this Agreement.
- 5.16.3. All shares exchanged and investments made in connection with any shares exchanged under this Agreement are speculative and of high risk.

- 5.17. Environmental. T.H.C.A. is: (i) in compliance with all applicable environmental laws, other than acts of non-compliance which, in the aggregate, are not material; and (ii) possesses and is in compliance with all applicable environmental permits required to operate the business as presently conducted except where the failure to obtain such an environmental permit, in the aggregate, is not material. T.H.C.A. has not released any hazardous substances at, on or under any part of any real property, and there are no hazardous substances present within the leased property (and excluding anything outside these boundaries), in each case except as would not reasonably be expected to result in a Liability under any environmental law.
- 5.18. Access to Information. All Parties have been supplied with and have had access to such information as it deems relevant to entering into this Agreement, including assets, liabilities, and financial conditions, and has had the opportunity to inquire of management of the T.H.C.A. as to any such information.
6. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:
- 6.1. Authorization. Buyer has full power and authority to enter into this Agreement and, when executed and delivered by Buyer, this Agreement will constitute the legal, valid, and binding obligation of Buyer.
- 6.2. Execution, Delivery, and Performance. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated herein have been approved by all requisite action by Buyer.
- 6.3. Investment Representations.
- 6.3.1. No securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in any shares exchanged under this Agreement.
- 6.3.2. There is no government or other insurance covering any shares exchanged under this Agreement.
- 6.3.3. All shares exchanged and investments made in connection with any shares exchanged under this Agreement are speculative and of high risk.
- 6.4. Access to Information. All Parties have been supplied with and have had access to such information as it deems relevant to entering into this Agreement, including assets, liabilities, and financial conditions, and has had the opportunity to inquire of management of the as to any such information.

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7. INDEMNIFICATION.

- 7.1. Buyer shall indemnify, save, defend, and hold Seller harmless from and against any and all claims, demands, expenses, lawsuits, Liabilities, charges, and losses, including but not limited to penalties, fines, interest, court costs, and attorneys' fees, arising out of or in connection with any breach of a representation or warranty of Buyer contained in this Agreement, or any breach of such representation or warranty alleged by a third party.
- 7.2. Seller shall indemnify, save, defend, and hold Buyer harmless from and against any and all claims, demands, expenses, lawsuits, Liabilities, charges, and losses, including but not limited to penalties, fines, interest, court costs, and attorneys' fees, arising out of or in connection with any breach of a representation or warranty of Seller contained in this Agreement, or any breach of such representation or warranty alleged by a third party.

8. DISPUTE RESOLUTION; ARBITRATION.

- 8.1. Arbitration Proceedings. If the parties cannot resolve the dispute informally, the parties shall resolve any dispute arising out of this agreement, except for disputes involving claims for injunctive or other equitable relief, by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules then in effect for the AAA, and if the amount in controversy so provides, then under the Expedited Procedures. The matter shall be submitted to arbitration in Sacramento, California.
- 8.2. Selection of Arbitrator(s). The binding arbitration shall be heard by a panel of three (3) arbitrators, one appointed by each party, and the third appointed by the first two arbitrators. The parties shall request the AAA to appoint one or more of the arbitrators, as applicable, if (a) within (20) days of either party requesting arbitration, the other party fails to appoint an arbitrator, or (b) within twenty (20) days of the appointment of the second arbitrator, the first two arbitrators cannot agree on the appointment of a third arbitrator. Notwithstanding, in the event the dispute qualifies for the Expedited Procedures of the Commercial Arbitration Rules, then the matter will be heard by one (1) arbitrator appointed under the R-12 "Appointment from National Roster."
- 8.3. Decision; Effect of Decision. The arbitrator(s) shall render their decision in writing no later than thirty (30) days the arbitration hearing occurs. A copy of the decision of the arbitrator(s) shall be signed by at least a majority of the arbitrators and given to each party in the manner provided in this Agreement for the giving of notice. The arbitration award will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, unless such amounts are set to be determined by post-award motion. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator(s) may be entered as a judgment in the Superior Court of the County of Sacramento.
- 8.4. Injunctive Relief. Notwithstanding this section, either party may bring a proceeding seeking temporary and/or preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration.

9. GENERAL PROVISIONS.

- 9.1. Amendment. All amendments or modifications of this Agreement shall be in writing and shall be signed by each of the parties hereto.
- 9.2. Waiver. Any waiver of any right, power, or privilege hereunder must be in writing and signed by the party being charged with the waiver. No delay on the part of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 9.3. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or sent by overnight courier or by certified mail, return receipt requested. Notices delivered personally or sent by overnight courier shall be effective on the date received, while notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business days after deposit into the mails to the following address for the party or at such other address as such party shall designate in writing:
- If to Seller: Firehouse Holdings, Inc.
 537 Queensland Circle, Corona CA 92879
 Attn: Legal Department
- If to Buyer: Grow Big Time, Inc.
 6800 Duncan Lane, Carmichael, CA 95608
 Attn: Douglas Turner
- 9.4. Successors and Assigns. This Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the parties hereto and their respective administrators, successors, and assigns. Notwithstanding, the Parties may not assign any of their rights or obligations hereunder without the prior written consent of the other Party, which consent will be reasonably provided. For clarity, any right or obligation between Seller and Buyer shall be assignable with the permission of Buyer and Seller where such assignment does not carry any materially adverse impact on the remaining parties to this Agreement.
- 9.5. Law Governing. This Agreement has been negotiated, executed, and delivered and shall be performed in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard for its conflict of laws rules. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California for the purposes of construing and enforcing this Agreement, except where governed under the arbitration provisions herein.
- 9.6. Attorneys' Fees. Should a lawsuit or arbitration be commenced to interpret or enforce the this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees in addition to any other recovery to which such party may be entitled.

- 9.7. Counterparts. This Agreement may be executed in two or more counterparts, including by facsimile or electronic transmission, all of which together shall constitute a single instrument.
- 9.8. Severability of Provisions. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.9. Integration. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof, all of which are merged herein.
- 9.10. Expenses. Except as otherwise set forth herein, each party shall bear all of its own expenses incurred in negotiating and performing this Agreement.
- 9.11. Construction. The headings in the sections and paragraphs of this Agreement are for convenience only and shall not constitute a part hereof. Whenever the context so requires, the masculine shall include the feminine and the neuter, the singular shall include the plural, and conversely. The terms and all parts of this Agreement shall in all cases be interpreted simply and according to their plain meaning and neither for nor against any party hereto. The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an article, section or attachment or exhibit refers to the specified article or section of, or attachment or exhibit to this Agreement.
- 9.12. Opportunity for Professional Review. The Parties represent and warrant that the Parties, and each of them, have had the opportunity to present this Agreement to professionals, including legal, financial, securities and tax professionals. This includes opportunity to consult with attorneys, accountants, financial advisors, or other professionals with respect to any legal, financial, securities, tax, or other implication of this Agreement. The Parties, and each of them, have either taken the opportunity to consult with a professional or have waived their opportunity to do so by entering into this Agreement. Neither Party has directly relied on the other Party's professionals, in any manner in connection with this Agreement.
- 9.13. Taxes Arising Out of This Agreement. All Parties shall be responsible for their own tax burdens arising out of this Agreement and all tax burdens arising out of any documents executed pursuant to this Agreement. All Parties represent that they have sought a tax advisor of their choice with respect to this Agreement and any documents executed pursuant to this Agreement and are fully aware of all tax implications as a result.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement by an authorized representative and intend to be bound as of the Effective Date.

FIREHOUSE HOLDINGS, INC., a Nevada Corporation

By: (signed) "Brian Baca" Dated: 11/24/21
Name: Brian Baca
Title: Chief Executive Officer

GROW BIG TIME, INC., a California Corporation

By: (signed) "Douglas Turner" Dated: 11/24/2021
Name: Douglas Turner
Title: CEO

Approved and acknowledged:

T.H.C.A. INC., a California corporation

By: (signed) "Brian Baca" Dated: 11/24/21
Name: Brian Baca
Title: Chief Executive Officer

ATTACHMENT A

(Lease Consent)

**CONSENT TO
ASSIGNMENT AND ASSUMPTION
OF LEASE AND PURCHASE OPTION AGREEMENT**

WHEREAS, T.H.C.A., Inc., a California corporation (“Tenant”) leases from Helge Theiss-Nyland (“Landlord”) the certain premises commonly known as 5380 S. Watt Avenue, Sacramento, California, 95826; and

WHEREAS, Tenant and Landlord mutually extended the Commercial Lease and Purchase Option (“Lease and Purchase Option”) for Tenant to March 1, 2022 on the amendment dated September 1, 2020; and

WHEREAS, Tenant is owned entirely by Firehouse Holdings, Inc., a Nevada corporation (“Seller”); and

WHEREAS, Seller intends to sell all outstanding shares in Tenant to Grow Big Time, Inc., a California corporation (“Buyer”), which triggers an assignment of the Lease and Purchase Option; and

WHEREAS, Landlord consents to the assignment of the Lease and Purchase Option as contemplated herein.

NOW, THEREFORE, in consideration of the above recitals, Landlord agrees:

1. Consent to Assignment. Landlord consents to the assignment of the Lease and Purchase Option under its terms as a result of Seller selling Tenant to Buyer.
2. Representations and Warranties. Landlord represents and warrants that the Lease and Purchase Option is in full force and effect, unmodified except as provided or referenced in this Agreement.

IN WITNESS WHEREOF, I hereby consent to the sale and assignment of the Lease and Purchase Option as contemplated above.

LANDLORD:

HELGE THEISS-NYLAND

By: _____

Dated: _____

ATTACHMENT B

(Corporate Resolution)

ACTION BY UNANIMOUS WRITTEN CONSENT

Pursuant to California Corporation Code § 603, the undersigned consisting of all of the shareholders (“Shareholder(s)”) of T.H.C.A., Inc, a California corporation (the “Corporation”), and pursuant to California Corporation Code § 307, the undersigned consisting of all of the members of the board of directors of the Corporation (“Board of Directors”), adopt the following resolutions:

Approval of Sale

WHEREAS, Corporation has reviewed the Stock Purchase Agreement (“Stock Purchase Agreement”) between Firehouse Holdings, Inc., a Nevada Corporation (“FH”) and Grow Big Time, Inc., a California corporation (“GBT”).

RESOLVED, Corporation acknowledges and approves, to the extent possible, of the Stock Purchase Agreement as contemplated between FH and GBT for acquisition of all outstanding shares of Corporation.

Share Certificates

WHEREAS, Ikanik Farms, Inc., a Canadian corporation (formerly known as Cannus Partners Inc., a Canadian corporation) (“IF”) acquired Ten Thousand (10,000) shares of common stock in the Corporation on after March 11, 2019.

WHEREAS, on or before June 13, 2019, IF transferred all Ten Thousand (10,000) shares of common stock in the Corporation from IF to its wholly owned subsidiary, FH.

WHEREAS, as of the date of these resolutions, FH is the sole Shareholder by holding all Ten Thousand (10,000) shares of common stock in the Corporation.

WHEREAS, the Corporation did not issue a share certificate reflecting the transfer of shares between IF and FH, and as a result, there is no validly existing share certificate in existing.

RESOLVED, that any existing share certificates or other documents reflecting or constituting ownership of interest in this Corporation are voided and cancelled in their entirety.

Dated: November 24, 2021

By: (signed) "Brian Baca"
Brian Baca, (i) as CEO on behalf of Firehouse Holdings, Inc., sole Shareholder, (ii) as sole member of the Board of Directors of the Corporation