

SUPPORT AND VOTING AGREEMENT

This support and voting agreement (this “**Agreement**”), dated as of September 6, 2022 is entered into between the undersigned (the “**Securityholder**”) and Ayurcann Holdings Corp., a corporation incorporated under the laws of the Province of Ontario (the “**Purchaser**”).

WHEREAS, the Purchaser has entered into a share purchase agreement with the Securityholder and Joints and Hustle & Shake Inc. (“**Joints**”) dated as of June 21, 2022 (the “**Share Purchase Agreement**”), for the sale and purchase of 100% of the entire issued share capital of Joints, which is wholly owned by the Securityholder (the “**Acquisition**”);

AND WHEREAS the Securityholder will, directly or indirectly, become the registered and/or direct or indirect beneficial owner of, or exercises control or direction over, the Subject Shares (as such term is defined in the Escrow Agreement)

AND WHEREAS as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Securityholder enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Interpretive Provisions

In this Agreement:

- (a) all terms used and not defined herein that are defined in the Share Purchase Agreement shall have the respective meanings given to them in the Share Purchase Agreement;
- (b) the insertion of headings and the division of this Agreement into Sections are for convenience of reference only and shall not affect in any way the meanings and interpretation of this Agreement;
- (c) unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing genders shall include all genders;
- (d) if the date on which any action is required to be taken by a party to this Agreement is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place;
- (e) references to the words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation” whether or not they are followed by those words or words of like import;
- (f) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof;
- (g) any reference to a “Person” includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person; and
- (h) references to a particular statute or law shall be to such statute or law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

2. Representations and Warranties of the Securityholder.

The Securityholder represents and warrants to the Purchaser as follows as at the date of this Agreement and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) **Organization and Authority and Capacity.** If the Securityholder is not an individual: (i) the Securityholder is a corporation or entity incorporated or organized, as applicable, and existing under the laws of its jurisdiction of incorporation, organization or formation; (ii) the execution and delivery of this Agreement by the Securityholder and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Securityholder are necessary to authorize this Agreement or the transactions contemplated by this Agreement; and (iii) the Securityholder has the corporate power and capacity to enter into this Agreement and to carry out all of its obligations hereunder. If the Securityholder is an individual, the Securityholder is of the age of majority and has the capacity to enter into and execute this Agreement and to observe and perform its covenants and obligations hereunder.
- (b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Securityholder and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Securityholder enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) **Non-Contravention.** The execution, delivery and performance by the Securityholder of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Securityholder (as applicable); (ii) any other agreement or instrument to which the Securityholder is a party or by which the Securityholder or any of the Securityholder's property or assets is bound; and (iii) any applicable laws.
- (d) **Ownership of Subject Shares.** The Securityholder will become, as a result of the Acquisition, the legal and beneficial owner of, or the beneficial owner exercising control or direction over, the Subject Shares, free and clear of any Liens. The Securityholder will have the sole dispositive power and the sole power to agree to the matters set forth in this Agreement with respect to the Subject Shares. None of the Subject Shares will be subject to any agreement, arrangement or restriction with respect to the voting thereof, except as contemplated by this Agreement and the Escrow Agreement. No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual), capable of becoming an agreement or option for the purchase, acquisition or transfer from the Securityholder of any of the Subject Shares, except as contemplated by the Escrow Agreement.
- (e) **Litigation.** There is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Securityholder, threatened against the Securityholder that would reasonably be expected to have an adverse impact on the validity of this Agreement or any action taken or to be taken by the Securityholder in connection with this Agreement.

3. Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Securityholder as follows as at the date of this Agreement and acknowledges that the Securityholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) **Organization and Authority.** The Purchaser is a corporation incorporated and existing under the laws of the Province of Ontario and has the corporate power and capacity to enter into and perform its

obligations under this Agreement. The execution and delivery of this Agreement by the Purchaser and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the transactions contemplated by this Agreement.

(b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

(c) **Non-Contravention.** The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Purchaser; (ii) any other agreement or instrument to which the Purchaser is a party or by which the Purchaser or any of the Purchaser's property or assets is bound; and (iii) any applicable laws.

4. **Covenants of the Securityholder.**

The Securityholder covenants and agrees that during the period from the date of this Agreement until the earlier of two (2) years following the Closing Date (the "**Outside Date**") and the date on which this Agreement is terminated in accordance with its terms (the "**Term**"), unless otherwise required or expressly permitted by this Agreement:

(a) **Agreement to Vote in Favour.** At any meeting of security holders of the Purchaser or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) is sought, the Securityholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) in favour of any matter requiring shareholder approval that is put forth to the shareholders of the Purchaser by the board of directors of the Purchaser (the "**Board**").

(b) **Agreement to Vote Against.** At any meeting of security holders of the Purchaser or at any adjournment or postponement thereof or in any other circumstance upon which a vote, consent or other approval of all or some of the security holders of the Purchaser is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) against any matter put forth to the shareholders of the Purchaser by any party other than the Board, as constituted from time to time, including any change in the individuals who, as of the Closing Date, constitute the Board, unless such change has been approved by the then-current Board.

(c) **Delivery of Proxy.** The Securityholder agrees that it will, on or before the fifth Business Day prior to any meeting of the securityholders of the Purchaser: (i) with respect to any Subject Shares that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in management information circular provided in connection with such meeting a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the matters set forth in Section 4(a) and against the matters set forth in Section 4(b); and (ii) with respect to any Subject Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Subject Shares, instructing that the Securityholder's Subject Shares be voted in favour of the approval of the matters set forth in Section 4(a) and against the matters set forth in Section 4(b). Such proxy or proxies shall name those individuals as may be designated by the Purchaser in the management

information circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.

(d) **Other Covenants.** The Securityholder hereby:

- (i) agrees not to exercise any rights of dissent with respect to any of the matters set forth in Section 4(a);
- (ii) consents to: (A) details of, or a summary of, this Agreement being set out in any news release, information circular, and court documents or other public disclosure produced by the Purchaser in connection with the transactions contemplated by this Agreement and the Share Purchase Agreement and Escrow Agreement and (B) this Agreement being made publicly available, including by filing on SEDAR. Otherwise, each of the parties hereto shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to; and
- (iii) acknowledges and agrees that a summary of the negotiations leading to the execution and delivery of this Agreement may appear in a management information circular of the Purchaser and in any other public disclosure document required by any applicable laws and further agrees that it will, as promptly as practicable, notify the Purchaser of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure documents if and to the extent that the Securityholder becomes aware that any such information shall have become false or misleading in any material respect.

5. Termination

This Agreement shall terminate upon the earliest to occur of:

- (a) the written agreement of the Purchaser and the Securityholder; and
- (b) the Outside Date.

6. Injunctive Relief.

The parties to this Agreement acknowledge and agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement and to ensure compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. These remedies are cumulative and in addition to any other rights or remedies available at law or in equity.

7. Entire Agreement

This Agreement constitutes the entire agreement between parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the parties hereto.

8. Amendment and Waiver.

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.

9. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

(b) Each of the parties hereto irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of Ontario in respect of all matters arising under and in relation to this Agreement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

(c) The parties hereto confirm that it is their express wish that this Agreement, as well as any documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

(d) If any term or provision of this Agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect. Upon such determination that any term or provision of this Agreement is invalid, illegal or incapable of being enforced, 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 an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(e) Each party hereto shall, from time to time and at all times hereafter, at the request of the other party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

(f) Time shall be of the essence in this Agreement.

(g) Each of the Securityholder and the Purchaser will pay its own expenses (including the fees and disbursements of legal counsel and other advisers) incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

(h) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns. Neither party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto. No assignment shall relieve the assigning party of any of its obligations hereunder.

(i) This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

By: _____

Print Name of Securityholder: _____

Name/Title of Representative: _____

Address of Securityholder:

TETRA OILS INC.

By:

/s/ Peter Awad

Name: Peter Awad

Title: Director