
**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): December 30, 2022

TILT HOLDINGS INC.

(Exact name of registrant as specified in its charter)

British Columbia
(State or other jurisdiction
of incorporation)

000-56422
(Commission
File Number)

83-2097293
(I.R.S. Employer
Identification Number)

2801 E. Camelback Road #180
Phoenix, Arizona
(Address of principal executive offices)

85016
(Zip Code)

(623) 887-4900
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

<input type="checkbox"/>	Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.424)
<input type="checkbox"/>	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
<input type="checkbox"/>	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: None

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.

On December 30, 2022, TILT Holdings Inc. (“TILT”) and Innovative Industrial Properties Inc. (“IIPR”) entered into a Fifth Amendment (the “IIPR Amendment”) to the Purchase and Sale Agreement between White Haven RE, LLC, a subsidiary of TILT and IIP-PA 9 LLC, a subsidiary of IIPR, dated April 19, 2022 (the “Agreement”). The IIPR Amendment extends the investigational period under the Agreement to a date that is on or before February 28, 2023. The IIPR Amendment also allows TILT to set the closing date of the contemplated sale and leaseback transaction upon five business days’ notice to IIPR, provided the closing date is not extended beyond February 28, 2023. Except as described above, all other terms and provisions of the Agreement remain in full force and effect. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the IIPR Amendment which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

In addition, on December 30, 2022, TILT’s subsidiaries, Jimmy Jang L.P., Baker Technologies, Inc., Jupiter Research, LLC and Commonwealth Alternative Care, Inc. (collectively, the “Subsidiaries”) and certain holders of its senior secured promissory notes (the “Participating Note Holders”), each entered into the fourth amendment (collectively, the “Fourth Note Amendments”) to the Promissory Notes, dated as of November 1, 2019 (the “Senior Notes”). The Fourth Note Amendments extend the maturity date of approximately US \$2.1 million in outstanding principal amount of the Senior Notes (the “Extended Notes”) from December 31, 2022 to February 28, 2023 (the “New Maturity Date”). The material terms of the Senior Notes, as previously amended (other than the maturity date of the Extended Notes) were not changed by the Fourth Note Amendments. Mark Scatterday, one of the Participating Note Holders, is the former Chief Executive Officer of TILT and current member of the Board of Directors of TILT. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Fourth Note Amendments, the form of which is filed herewith as Exhibit 10.2 and is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information relating to the Fourth Note Amendments set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 8.01 Other Events

On January 3, 2023, TILT issued a press release announcing the IIPR Amendment and the Fourth Note Amendments. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	<u>Fifth Amendment to Purchase And Sale Agreement And Joint Escrow Instructions, effective as of the 30th day of December 2022, by and between White Haven RE, LLC and IIP-PA 9 LLC.</u>
10.2	<u>Form of Amendment No. 4 to Senior Secured Promissory Note.</u>
99.1	<u>Press Release dated January 3, 2023.</u>
104	Cover Page Interactive Data File – the cover page XBRL tags are 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 thereunto duly authorized.

TILT Holdings Inc.

Date: January 3, 2023

By: /s/ Gary F. Santo, Jr.

Name: Gary F. Santo, Jr.

Its: Chief Executive Officer

**FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Amendment") is entered into effective as of the 30th day of December 2022, by and between WHITE HAVEN RE, LLC, a Pennsylvania limited liability company ("Seller"), and IIP-PA 9 LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of April 19, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated May 24, 2022, as amended by that certain Second Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated June 17, 2022, as amended by that certain Third Amendment to Purchase and Sale Agreement dated as of September 30, 2022, and as amended by that certain Fourth Amendment to Purchase and Sale Agreement dated October 24, 2022 (collectively, the "Existing PSA"), where Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, Seller's right, title and interest in certain real property located at 411 Susquehanna Street, White Haven, Pennsylvania 18661, as more particularly described therein; and

B. WHEREAS, in accordance with Section 15.4 of the Existing PSA, Seller and Buyer desire to modify and amend the Existing PSA only in respects and on the conditions hereinafter stated.

AGREEMENT

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Definitions. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Existing PSA unless otherwise defined herein. The Existing PSA, as amended by this Amendment, is referred to collectively herein as the "Agreement." From and after the date hereof, the term "Agreement," as used in the Existing PSA, shall mean the Existing PSA, as amended by this Amendment.

2. Investigation Period. The first sentence of Section 4.1 of the Existing PSA is hereby amended and restated in its entirety to read as follows:

"During the time period commencing upon the Effective Date of this Agreement and terminating as of the Closing (the "Investigation Period"), subject to the terms and conditions of this Agreement, Buyer shall have the right to conduct and complete an investigation of all matters pertaining to the Property and Buyer's purchase thereof including, without limitation, the matters described in this Section 4.1."

3. Closing. The first sentence of Section 8.4 of the Existing PSA is hereby amended and restated in its entirety to read as follows:

"Subject to the terms of this Agreement, the closing of the transaction contemplated by this Agreement ("Closing") shall take place through the offices of Escrow Agent or as may otherwise be mutually agreed upon by Seller and Buyer on the date that is five (5) Business Days after Seller provides written notice to Buyer and Escrow Agent of its election to proceed to Closing (or such earlier date as may be mutually agreed to by the Parties) (the "Closing Date"), provided that in no event shall the Closing Date extend beyond February 28, 2023 unless

otherwise mutually agreed to by the Parties in writing (the "Outside Closing Date").

4. Effect of Amendment. Except as modified by this Amendment, the Existing PSA and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms contained in this Amendment and the Existing PSA, the terms herein contained shall supersede and control the obligations and liabilities of the parties.

5. Miscellaneous. This Amendment becomes effective only upon execution and delivery hereof by Seller and Buyer. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

6. Authority. Each of Seller and Buyer guarantees, warrants and represents that the individual or individuals signing this Amendment have the power, authority and legal capacity to sign this Amendment on behalf of and to bind all entities, corporations, partnerships, limited liability companies or other organizations on whose behalf such individual or individuals have signed.

7. Counterparts: Facsimile and PDF Signatures. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile, electronic or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date and year first above written.

SELLER:

WHITE HAVEN RE, LLC, a Pennsylvania limited liability company

By: Baker Technologies, Inc., a Delaware corporation, its sole member

By: /s/ Gary F. Santo, Jr.

Name: Gary F. Santo, Jr.

Title: Chief Executive Officer

BUYER:

IIP-PA 9 LLC, a Delaware limited liability company

By: /s/ Brian Wolfe

Name: Brian Wolfe

Title: Vice President, General Counsel and Secretary

**AMENDMENT NO. 4
TO
PROMISSORY NOTE**

This AMENDMENT NO. 4 TO PROMISSORY NOTE (this “**Amendment**”) is dated as of December 30, 2022, by and among JIMMY JANG, L.P., a Delaware limited partnership and BAKER TECHNOLOGIES, INC., a Delaware corporation, JUPITER RESEARCH, LLC., an Arizona limited liability company, and COMMONWEALTH ALTERNATIVE CARE, INC., a Massachusetts corporation (together, joint and severally, the “**Company**”) and [] (“**Noteholder**”).

WHEREAS, Noteholder holds a Promissory Note of the Company dated November 1, 2019 in the principal amount of \$[], which Promissory Note has been amended by Amendment No. 1 to Promissory Note dated as of October 14, 2022, Amendment No. 2 to Promissory Note dated as of October 24, 2022 and by Amendment No. 3 to Promissory Note dated as of November 14, 2022 (as so amended, and as may be further amended from time to time, the “**Note**”);

WHEREAS, the Note has a maturity date of December 31, 2022 (the “**Maturity Date**”);

WHEREAS, the Note was issued as a one of a series of Notes (collectively, the “**Senior Notes**”) issued under that certain Senior Secured Note Purchase Agreement dated as of November 1, 2019 by and among the Company, the Noteholder and the investors party thereto (the “**Senior NPA**”)

WHEREAS, Paragraph 3 of each of the Note provides that payments under the Note “will be credited first to fees payable to the Purchasers (if any) then due and payable, ten to reimbursement and indemnity obligations to the Noteholder Representative and the Purchasers (if any, and on a pro rata basis) then due and payable, then to fee obligations of the Noteholder Representative then due and payable, then to accrued interest due and payable, with any remainder applied to principal”;

WHEREAS, concurrently herewith, the Company intends to repay in full certain of the Senior Notes (the “**Repaid Notes**”);

WHEREAS, the Noteholder does not wish to be repaid at this time but has requested that the Company extend the Maturity of this Note;

WHEREAS, the Company and the Noteholder wish to amend the Note to extend the Maturity Date from December 31, 2022 to February 28, 2023 (the “**Amended Maturity Date**”); and

WHEREAS, the Note may be amended with the written consent of the Company and Noteholder, and the Company and Noteholder wish to amend the Note as set forth below;

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

1. Amendment to Notes. The Maturity Date of the Note is hereby amended to be the Amended Maturity Date.

2. Waiver of Right to Pro Rata Payment The Company and the Noteholder hereby agree that, notwithstanding the provisions of paragraph 3 of the Notes, the payment of the Repaid Notes under the Senior NPA on or before December 31, 2022 shall be made on a pro rata basis only to the holders of the Repaid Notes, and no such amounts at that time shall be paid to the Noteholders.

3. Miscellaneous.

(a) Except as expressly set forth herein, the Note shall remain in full force and effect and this Amendment shall have no effect or impact on the other Senior Notes outstanding under the Senior NPA.

(b) This Amendment will be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

(c) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 4 to Promissory Note as of the date first written above.

**JIMMY JANG, L.P., a Delaware limited partnership, by its General Partner,
JIMMY JANG HOLDINGS INC., a British Columbia corporation**

By: _____
Name: Gary F. Santo, Jr.
Title: President

BAKER TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: Gary F. Santo, Jr.
Title: President

JUPITER RESEARCH, LLC, an Arizona limited liability company

By: _____
Name: Gary F. Santo, Jr.
Title: Chief Executive Officer

COMMONWEALTH ALTERNATIVE CARE, INC., a Massachusetts corporation

By: _____
Name: Gary F. Santo, Jr.
Title: President

Acknowledged and Agreed to:

TILT HOLDINGS INC., a British Columbia corporation

By:

Name: _____
Gary F. Santo, Jr.

Title: Chief Executive Officer

Address: 2801 E. Camelback Rd. Suite 180
Phoenix, AZ 85016

NOTEHOLDER:

[]

**TILT Holdings Pays Down \$7.5M in Senior Debt in the Fourth Quarter,
Extends Maturity of Remaining Senior Secured Notes Until February 28, 2023**

***Company Continues to Work Toward Signing and Closing of New Debt Facility to
Refinance Remaining Legacy Debt***

PHOENIX, January 3, 2023 -- TILT Holdings Inc. (“TILT” or the “Company”) (NEO:TILT) (OTCQX: TLLTF), a global provider of cannabis business solutions that include inhalation technologies, cultivation, manufacturing, processing, brand development and retail, has retired US \$7.5 million of its secured promissory notes in the fourth quarter and entered into amendments to the remaining senior secured promissory notes held by certain senior noteholders totaling US \$2.1 million to extend the maturity dates of such notes from December 31, 2022 to February 28, 2023. With the payments, the Company has successfully retired approximately US \$33.7 million of the US \$35.8 million principal of senior secured notes that were originally scheduled to mature in November 2022.

The Company has also signed a fifth amendment (the “Amendment”) to its previously announced definitive agreement with Innovative Industrial Properties, Inc. (“IIPR”) to sell and leaseback its White Haven, Pennsylvania facility. With all other matters for the property already satisfied, the Amendment allows TILT and IIPR to extend the end of the investigational period of the transaction contemplated to a date that is on or before February 28, 2023, to coincide with the new debt facility.

“We continue to be opportunistic in our approach to addressing our legacy debt maturities as well as improving our liquidity position. TILT has had to overcome challenging market conditions to obtain US \$40M in non-dilutive capital earlier this year, which along with available cash on hand has resulted in our retiring 94% of our legacy senior debt,” said TILT’s Chief Executive Officer, Gary Santo. “At the same time, we have continued to make excellent progress with new and existing investors in our efforts to finalize the terms of the refinancing of our remaining legacy debt.”

Santo concluded, “This reduction in leverage is consistent with TILT’s strategy of maintaining a prudent capital structure in a challenging financing environment, strengthening our foundation, and positioning the Company for growth in 2023 and beyond.”

About TILT

TILT helps cannabis businesses build brands. Through a portfolio of companies providing technology, hardware, cultivation and production, TILT services brands and cannabis retailers in regulated markets across 37 states in the U.S., as well as Canada, Israel, South America and the European Union. TILT's core businesses include Jupiter Research LLC, a wholly owned subsidiary and leader in the vaporization segment focused on hardware design, research, development and manufacturing; and cannabis operations, Commonwealth Alternative Care, Inc. in Massachusetts, Standard Farms LLC in Pennsylvania, Standard Farms Ohio, LLC in Ohio, and its partnership with the Shinnecock Indian Nation in New York. TILT is headquartered in Phoenix, Arizona. For more information, visit www.tiltholdings.com.

Instagram: @tiltholdings

Twitter: @TILT_Holdings

Forward-Looking Information

This news release contains forward-looking information and statements (together, "forward-looking information") under applicable Canadian and U.S. securities laws which are based on current expectations. Forward-looking information is provided for the purpose of presenting information about TILT management's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. Forward-looking information include, without limitation, the anticipated closing of the transaction to sell and leaseback the White Haven, Pennsylvania facility and estimated timing thereof, expectations relating to TILT's debt refinancing and discussions with the note holders and other investors, expectations with respect to the entry into a definitive agreement with such parties and to sign and close the debt refinancing in the first quarter of 2023, ability to secure improved terms for the future, the Company's growth expectations in 2023, expectations regarding the ability to satisfy short-term maturing debt and to have the capital and foundation to execute on plans, the opinions or beliefs of management, prospects, opportunities, priorities, targets, goals, ongoing objectives, milestones, strategies, and outlook of TILT, and includes statements about, among other things, future developments, and the future operations, strengths and strategy of TILT. Generally, forward-looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "will", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur" or "be achieved". These statements should not be read as guarantees of future performance or results. These statements are based upon certain material factors, assumptions and analyses that were applied in drawing a conclusion or making a forecast or projection, including TILT's experience and perceptions of historical trends, the ability of TILT to maximize shareholder value, current conditions and expected future developments, as well as other factors that are believed to be reasonable in the circumstances.

Although such statements are based on management's reasonable assumptions at the date such statements are made, there can be no assurance that it will be completed on the terms described above and that such forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such forward-looking information. Accordingly, readers should not place undue reliance on the forward-looking information. TILT assumes no responsibility to update or revise forward-looking information to reflect new events or circumstances unless required by applicable law.

By its nature, forward-looking information is subject to risks and uncertainties, and there are a variety of risk factors, many of which are beyond the control of TILT, and that may cause actual outcomes to differ materially from those discussed in the forward-looking information. Such risk factors include, but are not limited to, the risk that TILT will not reach a definitive agreement with note holders and investors to satisfy its short-term maturing debt or that such debt refinancing will not occur on acceptable terms, or at all, the risk that TILT may not be able to secure additional capital on attractive terms, if at all, and those risks described under the heading "Risk Factors" in Amendment No. 2 to the Form 10 Registration Statement and "Item 1A Risk Factors" in the Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, in each case, as filed by TILT with the United States Securities and Exchange Commission and on SEDAR at www.sedar.com.

Company Contact:

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