

IM CANNABIS CORP.
as the Company

and

ODYSSEY TRUST COMPANY
as the Warrant Agent

SUPPLEMENTAL WARRANT INDENTURE

Dated as of July 12, 2024

SUPPLEMENTAL WARRANT INDENTURE

THIS AGREEMENT made as of the 12th day of July 2024.

BETWEEN:

IM CANNABIS CORP., a corporation existing under the laws of the Province of British Columbia (the “**Company**”)

-AND-

ODYSSEY TRUST COMPANY, a trust company continued under the laws of Canada and authorized to carry on business in the provinces of Alberta and British Columbia (the “**Warrant Agent**”)

WHEREAS:

1. the Company and Warrant Agent (the “**Parties**”) are parties to a warrant indenture dated January 30, 2023 (the “**Original Indenture**”);
2. effective July 12, 2024, the Company completed a consolidation of its issued and outstanding Common Shares on the basis of one post-consolidated Common Share for every six pre-consolidated Common Shares (the “**Consolidation**”);
3. pursuant to the terms of the Consolidation, no fractional Common Shares were issued in connection with the Consolidation. Instead, all fractional Common Shares equal to or greater than one-half resulting from the Consolidation were rounded to the next whole number, otherwise, the fractional Common Share were cancelled. The exercise price and/or conversion price and number of Common Shares issuable under any of the Company’s outstanding convertible securities were proportionately adjusted in connection with the Consolidation;
4. pursuant to Subsection 8.1(a) of the Original Indenture, the Company is seeking to enter into this supplemental agreement to the Original Indenture in order to decrease the amount of Warrants authorized and issuable pursuant to the Original Indenture and increase the Exercise Price of the Warrants;
5. pursuant to Sections 4.1(a) and 4.1(d) of the Original Indenture:
 - (a) the number of Warrants will be adjusted on the basis of one post-consolidated Warrant for every six pre-consolidated Warrant; and
 - (b) each post-consolidated Warrant will be exercisable at a price of US\$9.00 per post-consolidated Common Share,(together, the “**Adjustments**”).
6. the Parties intend to execute this supplemental agreement (this “**Supplemental Agreement**”) as a supplement to the Original Indenture;
7. as a result of the Adjustments, all fractional Warrants equal to or greater than one-half resulting from the Consolidation were rounded to the next whole number, otherwise, the fractional Warrants were cancelled in

accordance with the provisions of the Original Indenture, and no consideration will be paid in lieu of fractional Warrants;

8. all necessary actions have been taken by the Company and all conditions have been complied with to make this Supplemental Agreement and the execution thereof legal and valid and in accordance with the laws relating thereto;
9. the foregoing recitals are made as representations and statements of fact by the Company and not by the Warrant Agent.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Supplemental Agreement all terms contained herein which are defined in the Original Indenture, as supplemented hereby, shall, for all purposes hereof, have the meanings given to such terms in the Original Indenture, as supplemented hereby, unless the context otherwise specifies or requires.

1.2 Interpretation

In this Supplemental Agreement, “this Supplemental Agreement”, “hereof”, “hereby” and similar expressions refer to this Supplemental Agreement and not to any particular Article, Section or other portion hereof, and include any and every instrument supplemental or ancillary hereto or in implementation hereof.

1.3 Gender and Number

Unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Interpretation not Affected by headings, etc.

The division of this Supplemental Agreement into Articles, Sections, Subsections and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Supplemental Agreement.

1.5 Time of the Essence

Time shall be of the essence in all respects in this Supplemental Agreement.

1.6 Severability

In the event that any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof, all of which shall remain in full force and effect.

1.7 Conflicts

In the event of any conflict between the provisions of this Supplemental Agreement and the Original Indenture, the provisions of this Supplemental Agreement will govern.

1.8 Applicable Law

This Supplemental Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and federal laws of Canada.

ARTICLE 2 ADJUSTMENTS TO THE ORIGINAL INDENTURE

2.1 Adjustments

Pursuant to the Adjustments, the Original Indenture is amended as follows:

- A. References to “US\$1.50” in the definition of “**Exercise Price**” in Section 1.1 and in Schedules “A” and “B” of the Original Indenture shall be deleted and replaced with “US\$9.00”.
- B. References to “1,162,000 Warrants” in the recitals and in Section 2.1 of the Original Indenture shall be deleted and replaced with “193,665 Warrants”.

ARTICLE 3 MISCELLANEOUS

3.1 No Other Amendments

Save and except as specifically provided herein, all of the other terms and conditions of the Original Indenture shall continue in full force and effect, unamended.

3.2 Acceptance

The Warrant Agent hereby accepts this Supplemental Agreement declared and provided and agrees to perform the same upon the terms and conditions set forth herein and in the Original Indenture, as supplemented and amended hereby.

3.2 Execution

This Supplemental Agreement may be executed by facsimile or other electronic means capable of reproducing a printed copy and in one or more counterparts thereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Supplemental Agreement shall extend to and be binding upon and enure to the benefit of the Parties hereto and their successors and permitted assigns.

3.3 Effective Date

This Supplemental Agreement shall take effect upon the date first above written.

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IN WITNESS WHEREOF this Supplemental Agreement has been executed by the parties hereto as of the date first above written.

IM CANNABIS CORP.

Per: "Oren Shuster"
Name: Oren Shuster
Title: Chief Executive Officer

ODYSSEY TRUST COMPANY

Per: "Amy Douglas"
Name: Amy Douglas
Title: Senior Director, Corporate Trust

Per: "Rachel Wales"
Name: Rachel Wales
Title: Director, Corporate Trust