

THIS FIRST SUPPLEMENTAL WARRANT INDENTURE is made as of the 21st day of December, 2017

BETWEEN:

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD., a corporation incorporated under the laws of the federal laws of Canada

(the “**Corporation**”)

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada

(the “**Warrant Agent**”)

WHEREAS:

A. The Corporation and the Warrant Agent executed a warrant indenture (the “**Warrant Indenture**”) dated as of November 1, 2017 providing for the issue of up to 13,125,909 Warrants (as defined in the Warrant Indenture);

B. Section 8.1 of the Warrant Indenture provides for the creation of indentures supplemental to the Warrant Indenture for the purposes of issuing additional Warrants under the Warrant Indenture and any consequential amendments hereto as may be required by the Warrant Agent relying on the advice of Counsel;

C. The Corporation has determined to amend the Warrant Indenture to increase the number of Warrants issuable under the Warrant Indenture, to provide for an additional 36,000,000 Warrants to be issued;

D. The Warrant Agent is authorized and directed to enter into this Supplemental Indenture and to hold all rights, interests and benefits contained herein for and on behalf of those persons who are holders of Warrants issued pursuant to the Warrant Indenture as modified by this Supplemental Indenture from time to time; and

E. Each of Recitals C and D, is made as a statement of fact by the Corporation and not by the Warrant Agent.

NOW THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSES that for good and valuable consideration mutually given and received, the receipt and sufficiency of which is hereby acknowledged, and the parties hereto agree as follows:

1. This Supplemental Indenture is supplemental to the Warrant Indenture and the Warrant Indenture will henceforth be read in conjunction with this Supplemental Indenture and all the provisions of the Warrant Indenture, except only insofar as the same may be inconsistent with the express provisions hereof, will apply and have the same effect as if all the provisions of the Warrant Indenture and of this Supplemental Indenture were contained in one instrument and the

expressions used herein will have the same meaning as is ascribed to the corresponding expressions in the Warrant Indenture.

2. On and after the date hereof, each reference to the Warrant Indenture, as amended by this Supplemental Indenture, “this indenture”, “herein”, “hereby”, and similar references, and each reference to the Warrant Indenture in any other agreement, certificate, document or instrument relating thereto, will mean and refer to the Warrant Indenture as amended hereby. Except as specifically amended by this Supplemental Indenture, all other terms and conditions of the Warrant Indenture will remain in full force and unchanged.
3. The Warrant Indenture is hereby amended as follows:
 - (a) deleting “13,125,909” from the first Recital and replacing it with “49,125,909”;
 - (b) amending the definition of “Warrants ” in Section 1.1 of the Warrant Indenture by deleting “13,125,909” in 5th line and replacing it with “49,125,909”;
 - (c) adding the following definition in Section 1.1 of the Warrant Indenture:

“**First Supplemental Indenture**” means the first supplemental warrant indenture between the Corporation and the Warrant Agent dated as of December 21, 2017;
 - (d) deleting “13,125,909” from the first line of section 2.1 and replacing it with “49,125,909”
4. The Warrants issued and outstanding shall be deemed to include the amendments as set forth herein, without any further action of the Warrantholders or surrender or exchange of their Certificated Warrants.
5. The Warrant Indenture is and continues to be in full force and effect, unamended, except as provided herein, and the Corporation hereby confirms the Warrant Indenture in all other respects.
6. This Supplemental Indenture will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is binding upon the parties hereto and their respective successors and assigns.
7. This Supplemental Indenture may be simultaneously executed in several counterparts, and by facsimile or other electronic reproduction, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date set out at the top of the first page of this Supplemental Indenture.

IN WITNESS WHEREOF the parties have executed this First Supplemental Indenture under the hands of their proper officers in that behalf.

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD.

Per: "*Dave Doherty*"
Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: "*Nicole Clement*"
Authorized Signatory

Per: "*Ellis Amabel*"
Authorized Signatory