

TRANSACTION EXPENSE AGREEMENT

THIS TRANSACTION EXPENSE AGREEMENT (this “**Agreement**”) is dated as of the 25th day of October, 2018

BETWEEN:

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD., a company incorporated and existing under the federal laws of Canada (“**TGOD**”)

AND:

TGOD ACQUISITION CORPORATION, a company incorporated and existing under the federal laws of Canada (“**AcquiCo**”)

(TGOD and AcquiCo shall be hereafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

WHEREAS TGOD and AcquiCo are entering into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the execution of this Agreement pursuant to which, among other things, TGOD will distribute to shareholders of TGOD (the “**Distribution**”) unit purchase warrants of AcquiCo (“**Unit Warrants**”) received by TGOD from AcquiCo pursuant to the terms of this Agreement (the “**Transaction**”);

AND WHEREAS each Unit Warrant entitles the holder to purchase one unit of AcquiCo (“**AcquiCo Unit**”), comprised of one common share of AcquiCo (an “**AcquiCo Share**”) and one-half of one common share purchase warrant of AcquiCo (a “**AcquiCo Warrant**”), at a price of \$0.50 per AcquiCo Unit for a period of 30 days from the Effective Date (as such term is defined in the Arrangement Agreement). Each AcquiCo Warrant entitles the holder thereof to acquire, subject to adjustment in certain circumstances, one AcquiCo Share at an exercise price of \$1.25 per AcquiCo Share on or prior to 4:00 p.m. (Eastern Time) on the expiry date, being the date which is 24 months after the date AcquiCo Shares are listed for trading on a national Canadian or United States (as determined by AcquiCo) securities exchange or trading system (an “**Eligible Exchange**”);

AND WHEREAS the Parties have agreed that TGOD will pay certain costs related to the preparation and completion of the Transaction on behalf of AcquiCo in the amount of \$200,000 (the “**Transaction Costs**”), and that in consideration for TGOD paying such Transaction Costs, AcquiCo will issue to TGOD, in accordance with the terms and conditions of the Arrangement Agreement, such number of Unit Warrants that would result in TGOD holding a sufficient number of Unit Warrants to complete the Distribution on the basis of 0.15 of one Unit Warrant for each one common share of TGOD (“**TGOD Shares**”) which is outstanding on the record date for the Distribution (the “**Record Date**”).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

PART 1
TRANSACTION COSTS

1.1 **Transaction Costs.** TGOD will pay the Transaction Costs on behalf of AcquiCo in the amount of \$200,000. For greater certainty, AcquiCo will be responsible for any of its costs related to the preparation and completion of the Transaction which exceed \$200,000.

1.2 **Consideration.** In consideration for TGOD paying the Transaction Costs, AcquiCo will, pursuant to the terms and conditions of the Arrangement Agreement, issue to TGOD such number of Unit Warrants that would result in TGOD holding a sufficient number of Unit Warrants to complete the Distribution on the basis of 0.15 of one Unit Warrants for every one TGOD Share which is outstanding on the Record Date. Each Unit Warrant issued by AcquiCo to TGOD will be issued free and clear of all encumbrances.

1.3 **Conversion or Reclassification.** The provisions contained herein relating to the Unit Warrants will apply (with such changes being made as necessary) to any securities of AcquiCo into which the Unit Warrants, AcquiCo Units, AcquiCo Shares, AcquiCo Warrants or any of them may be converted, changed, reclassified, subdivided, or consolidated such that the financial benefit to TGOD remains the same as it would have before such conversion, change, reclassification, subdivision or consolidation.

PART 2
MISCELLANEOUS

2.1 **Representations, Warranties and Covenants.** Each Party represents and warrants to and covenants with the other, as representations, warranties and covenants that are to continue and survive the Closing, and that it has good right, full power and absolute authority to enter into this Agreement and carry out its obligations hereunder.

2.2 **Records.** TGOD will keep for at least three (3) years from the end of the calendar year to which they pertain complete and accurate records of Transaction Costs.

2.3 **Interpretation.** Any word in this Agreement is deemed to include the masculine, feminine, neuter, singular or plural form thereof as the context so required. The captions and headings used in this Agreement are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this Agreement. The word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto).

2.4 **Further Assurances.** Each Party will each execute and deliver to the other such further documents and take such further actions as may be reasonably required from time to time to give full effect to this Agreement.

2.5 **Enurement.** The terms and conditions contained in this Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the Parties.

2.6 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and will be treated in all respects as a Ontario contract.

2.7 **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any material manner or would prevent or significantly impede or materially delay the completion of the Arrangement.

2.8 **Counterparts.** This Agreement may be signed in as many counterparts as are necessary and by facsimile and all counterparts together, whether originally executed or electronically transmitted will constitute the Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD.

“Brian Athaide” _____

Per: Brian Athaide
Title: Chief Executive Officer

TGOD ACQUISITION CORPORATION

“David J. Doherty” _____

Per: David J. Doherty
Title: President and Chief Executive Officer