

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT 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:

(A) TGOD intends to propose to TGOD Shareholders an arrangement involving, among other things, the reorganization of the capital of TGOD and the exchange of one New TGOD Share (which, immediately after the Effective Date, shall be identical in every relevant respect to one TGOD Share) and 0.15 AcquiCo Unit Purchase Warrants for each TGOD Share held by the TGOD Shareholders, in each case in accordance with the terms and subject to the conditions in this Agreement;

(B) AcquiCo was incorporated for the purposes of this Agreement with an intention to carry on business as an acquisition company with the objective of enhancing shareholder value in accordance with an investment policy adopted by the board of directors of AcquiCo;

(C) The Parties intend to carry out the transactions contemplated herein by way of a plan of arrangement under Section 192 of the CBCA;

(D) The Parties have entered into this Agreement to provide for the matters referred to in the foregoing recital and for other matters relating to the Arrangement; and

(E) Each of the Parties has agreed to participate in and support the Arrangement and related transactions.

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 hereto do hereby covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings hereinafter set forth:

- (a) “**AcquiCo**” means TGOD Acquisition Corporation, a private company incorporated under the federal laws of Canada, which intends to carry on business as an acquisition company with the objective of enhancing shareholder value in accordance with an investment policy adopted by the board of directors of AcquiCo;
- (b) “**AcquiCo Shareholder**” means a holder of AcquiCo Shares;
- (c) “**AcquiCo Shares**” means the common shares without par value in the authorized share capital of AcquiCo, as constituted on the date of this Agreement;
- (d) “**AcquiCo Unit**” means one unit of AcquiCo consisting of one AcquiCo Share and one-half of one AcquiCo Warrant;
- (e) “**AcquiCo Unit Purchase Warrant**” means one unit purchase warrant exercisable to acquire one AcquiCo Unit for a period of 30 days following the Effective Date at a price of \$0.50 per AcquiCo Unit;
- (f) “**AcquiCo Warrant**” means one common share purchase warrant exercisable to acquire one AcquiCo Share for a period of 24 months after the Listing Date (subject to certain acceleration provisions including, without limitation, in the event AcquiCo announces a subsequent financing at a price per security equal to or greater than \$1.25) at a price of \$1.25 per AcquiCo Share;
- (g) “**Agreement**”, “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;
- (h) “**Applicable Laws**” means all applicable corporate laws, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;
- (i) “**Arrangement**” means the arrangement pursuant to Section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;
- (j) “**Arrangement Resolution**” means the special resolution in respect to the Arrangement and other related matters to be considered and voted on at the TGOD Meeting, to be in substantially the form attached as Schedule B to this Agreement;
- (k) “**Articles of Arrangement**” means the articles of arrangement of TGOD in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to TGOD and AcquiCo, each acting reasonably;
- (l) “**Business Day**” means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia or the City of Toronto, Ontario are not generally open for business;
- (m) “**CBCA**” means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, and the regulations made under that enactment, as amended;

- (n) “**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director pursuant to Subsection 192(7) of the CBCA in respect of the Articles of Arrangement;
- (o) “**Circular**” means the notice of the TGOD Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to TGOD Shareholders in connection with the TGOD Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement;
- (p) “**Class A Common Shares**” means the renamed and redesignated TGOD Shares as described in Section 3.1(c)(i) of the Plan of Arrangement;
- (q) “**Computershare**” means Computershare Trust Company of Canada, the transfer agent of TGOD;
- (r) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (s) “**CSE**” means the Canadian Securities Exchange;
- (t) “**Director**” means the Director appointed pursuant to Section 260 of the CBCA;
- (u) “**Dissent Rights**” has the meaning ascribed thereto in Section 5.1 of the Plan of Arrangement;
- (v) “**Dissenting Shareholder**” means a TGOD Shareholder who validly exercises rights of dissent under the Arrangement and who shall be entitled to be paid fair value for his, her or its TGOD Shares in accordance with the Interim Order and the Plan of Arrangement;
- (w) “**Dissenting Shares**” means the TGOD Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (x) “**Distribution Record Date**” means the date declared by the TGOD Board to determine those TGOD Shareholders entitled to receive AcquiCo Unit Purchase Warrants pursuant to this Plan of Arrangement;
- (y) “**Effective Date**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement;
- (z) “**Final Order**” means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (aa) “**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor in council, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;
- (bb) “**IFRS**” means International Financial Reporting Standards;

- (cc) “**Interim Order**” means an interim order of the Court concerning the Arrangement in respect of TGOD, containing declarations and directions with respect to the Arrangement and the holding of the TGOD Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (dd) “**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended;
- (ee) “**Listing Date**” means the date the AcquiCo Shares are listed for trading on a national Canadian or United States (as determined by AcquiCo) securities exchange or trading system;
- (ff) “**Notice of Meeting**” means the notice of annual general and special meeting of the TGOD Shareholders in respect of the TGOD Meeting;
- (gg) “**Parties**” means TGOD and AcquiCo; and “**Party**” means either one of them;
- (hh) “**Person**” means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (ii) “**Plan of Arrangement**” means the plan of arrangement substantially in the form set out in Schedule “A” to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 6 hereof;
- (jj) “**Registered Shareholder**” means a registered holder of TGOD Shares as recorded in the shareholder register of TGOD maintained by Computershare;
- (kk) “**Regulation S**” means Regulation S promulgated under the U.S. Securities Act;
- (ll) “**Section 3(a)(9) Exemption**” has the meaning ascribed thereto in Section 2.8(b);
- (mm) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time; and
- (nn) “**TGOD Meeting**” means the annual general and special meeting of the TGOD Shareholders, including any adjournment or postponement of such annual general and special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;
- (oo) “**TGOD Shareholders**” means the holders from time to time of TGOD Shares;
- (pp) “**TGOD Shares**” means the common shares without par value in the authorized share capital of TGOD, as constituted on the date of this Agreement;
- (qq) “**Transaction Expense Agreement**” means that certain transaction expense agreement to be entered into by TGOD and AcquiCo concurrently with the execution of this Agreement pursuant to which TGOD shall pay certain costs related to the preparation and completion of the

Arrangement on behalf of AcquiCo (the “**Transaction Costs**”), and in consideration for TGOD paying such Transaction Costs, AcquiCo shall issue to TGOD such number of AcquiCo Unit Purchase Warrants as is equal to the number of issued and outstanding TGOD Shares multiplied by the Conversion Factor as of the Distribution Record Date;

(rr) “**Trustee**” has the meaning ascribed thereto in Section 2.8(g);

(ss) “**United States**” means the United States of America, its territories, any State of the United States and the District of Columbia;

(tt) “**U.S. Person**” means a “U.S. person” as defined in Regulation S (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person; and

(uu) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement (including Schedules attached hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and companies and vice versa.

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

1.5 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS.

1.8 References to Legislation

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.9 Enforceability

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity).

1.10 Schedules

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

Schedule A – Plan of Arrangement with the schedule attached thereto; and

Schedule B – Form of Arrangement Resolution.

ARTICLE 2 THE ARRANGEMENT AND RELATED MATTERS

2.1 Plan of Arrangement

As soon as reasonably practicable after the date of this Agreement, TGOD shall apply pursuant to Section 192 of the CBCA and, in cooperation with AcquiCo, prepare, file and diligently pursue an application of for the Interim Order providing for, among other things, the calling and holding of the TGOD Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution and upon receipt thereof, each of TGOD and AcquiCo shall forthwith carry out the terms of the Interim Order to the extent applicable to it. Provided all necessary approvals for the Arrangement Resolution are obtained from the TGOD Shareholders, TGOD and AcquiCo shall jointly submit the Arrangement to the Court and apply for the Final Order. Upon issuance of the Final Order and subject to the conditions precedent in Article 5, TGOD shall forthwith proceed to file with the Director the Final Order, the Certificate of Arrangement or such other documents as may be required to give effect to the Arrangement pursuant to Section 192 of the CBCA, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any act or formality.

2.2 Interim Order

The Interim Order shall provide that:

- (a) the securities of TGOD for which holders shall be entitled to vote on the Arrangement Resolution shall be the TGOD Shares;

- (b) the TGOD Shareholders shall be entitled to vote on the Arrangement Resolution, with each TGOD Shareholder being entitled to one vote for each TGOD Share held by such holder;
- (c) the requisite majority for the approval of the Arrangement Resolution shall be:
 - (i) two-thirds of the votes cast by the TGOD Shareholders present in person or by proxy at the TGOD Meeting; and
 - (ii) if applicable, a simple majority of the votes cast by the TGOD Shareholders, after excluding the votes cast by those persons whose votes must be excluded pursuant to Multilateral Instrument 61-101 *Protection of Minority Shareholders in Special Transactions*.

2.3 Information Circular and Meetings

As promptly as practical following the execution of this Agreement and in compliance with the Interim Order and Applicable Laws, TGOD shall:

- (a) prepare the Circular together with any other documents requirement by Law in connection with the TGOD Meeting, and, promptly after obtaining the Interim Order, cause the Circular and such other documents to be mailed to the TGOD Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed; and
- (b) convene the TGOD Meeting.

2.4 Final Order

If the Interim Order is obtained and the Arrangement Resolution is passed at the TGOD Meeting as provided for in the Interim Order, the Company shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Section 192 of the CBCA, as soon as reasonably practicable, but in any event not later than five Business Days after the Arrangement Resolution is passed at the TGOD Meeting.

2.5 Court Proceedings

In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, or otherwise in connection with this Agreement or the transactions contemplated by this Agreement, TGOD shall:

- (a) diligently pursue obtaining the Interim Order and the Final Order;
- (b) provide AcquiCo with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and shall give reasonable consideration to such comments;
- (c) provide AcquiCo on a timely basis with copies of any notice of appearance, evidence or other documents served on the Company or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal therefrom, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order; and

(d) ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement.

2.6 Articles of Arrangement and Effective Date

(a) The Articles of Arrangement shall include the form of the Plan of Arrangement attached to this Agreement as Schedule A, as it may be amended from time to time as agreed by the Parties, acting reasonably, provided that no such amendment is inconsistent with the Interim Order, the Final Order or this Agreement or is prejudicial to the TGOD Shareholders.

(b) Provided that AcquiCo is in compliance with its obligations under this Agreement, TGOD shall file the Articles of Arrangement with the Director no later than the third Business Day after the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), unless another time or date is agreed to in writing by the Parties.

2.7 Contractual Escrow

The AcquiCo Shares underlying the AcquiCo Unit Purchase Warrants shall be subject to a contractual escrow hold period commencing on the Effective Date and ending on the six (6) month anniversary of the Listing Date. The AcquiCo Warrants underlying the AcquiCo Unit Purchase Warrants shall be subject to a contractual escrow hold period commencing on the Effective Date and ending on the twelve (12) month anniversary of the Listing Date.

2.8 U.S. Securities Matters

The Parties acknowledge and agree that:

(a) the New TGOD Shares and AcquiCo Unit Purchase Warrants to be issued under the Arrangement, the AcquiCo Units issuable upon exercise of the AcquiCo Unit Purchase Warrants, the AcquiCo Shares and AcquiCo Warrants underlying such AcquiCo Units, and the AcquiCo Shares issuable upon exercise of any AcquiCo Warrants, have not been and will not be registered under the U.S. Securities Act or any applicable state “blue sky” or securities laws;

(b) the Arrangement will be carried out with the intention that the issuance of the New TGOD Shares under the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(9) thereof (the “**Section 3(a)(9) Exemption**”) and shall not be subject to registration or qualification under state “blue sky” or securities laws;

(c) each Party shall act in good faith, consistent with the intended treatment of the New TGOD Shares as set forth in this Section 2.8, and, without limiting the foregoing, shall not pay or cause to be paid to any Person, directly or indirectly, any commission or other remuneration for soliciting the exchange of TGOD Shares for New TGOD Shares pursuant to the Arrangement (except that TGOD may, in its sole discretion, engage a proxy solicitor to provide only ministerial services in connection with the TGOD Meeting on terms whereby such proxy solicitor shall be prohibited from making any recommendation with respect to the proposed exchange of securities pursuant to the Arrangement or encouraging any TGOD Shareholder to vote in a particular manner);

- (d) any New TGOD Shares that are issued pursuant to the Section 3(a)(9) Exemption will assume the character of the TGOD Shares for which they are exchanged, with the result that any New TGOD Shares issued in exchange for TGOD Shares that are “restricted securities” (as defined in Rule 144 under the U.S. Securities Act) shall also be deemed to be restricted securities;
- (e) the AcquiCo Unit Purchase Warrants and the AcquiCo Warrants shall not be exercisable by or for the account or benefit of any U.S. Person or any Person in the United States absent an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws;
- (f) the Section 3(a)(9) Exemption will not be available to facilitate the issuance of the AcquiCo Unit Purchase Warrants pursuant to the Arrangement; and
- (g) any AcquiCo Unit Purchase Warrants that are issuable under the Arrangement to any U.S. Person or any Person in the United States shall be issued to a Canadian institutional trustee (the “Trustee”) that shall be instructed to sell such securities for the account and benefit of such Persons in accordance with the terms of an agreement to be entered into by the Trustee and one or more of the Parties.

ARTICLE 3 COVENANTS

3.1 Covenants Regarding the Arrangement

From the date hereof until the Effective Date, each of TGOD and AcquiCo shall use all reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Arrangement, including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
- (b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Arrangement.

3.2 Covenants Regarding Execution of Documents

Each of TGOD and AcquiCo shall perform all such acts and things, and execute and deliver all such agreements, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

3.3 Giving Effect to the Arrangement

The Arrangement shall be effected in the following manner:

- (a) the Parties shall proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the TGOD Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;
- (b) if required, the AcquiCo Shareholder(s) shall approve the Arrangement by a special resolution;
- (c) upon obtaining the Interim Order, TGOD shall call the TGOD Meeting and mail the Circular and related Notice of Meeting and form of Proxy to the TGOD Shareholders;
- (d) if the TGOD Shareholders approve the Arrangement as set out in Section 3.3 hereof, TGOD shall thereafter (subject to the exercise of any discretionary authority granted to TGOD's directors by the TGOD Shareholders) take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and
- (e) upon receipt of the Final Order, TGOD shall, subject to compliance with any of the other conditions provided for in Article 3.3 hereof and to the rights of termination contained in Article 7 hereof, file the material described in Section 5.1 with the Court Registrar in accordance with the terms of the Plan of Arrangement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Each of the Parties hereby represents and warrants to the other that.

- (a) it is a company duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder shall constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constating or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other

time specified, of the following conditions, any of which may be waived by the mutual written consent of such Parties without prejudice to their right to rely on any other of such conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to TGOD and AcquiCo, acting reasonably, and such Interim Order shall not have been set aside or modified in a manner unacceptable to TGOD and AcquiCo, acting reasonably, on appeal or otherwise;
- (b) the Arrangement Resolution shall have been passed by the TGOD Shareholders at the TGOD Meeting in accordance with Section 192 of the CBCA, the constating documents of TGOD, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the AcquiCo Shareholder(s) to the extent required by law, and in accordance with, Section 192 of the CBCA and the constating documents of AcquiCo;
- (d) the Final Order shall have been granted in form and substance satisfactory to TGOD and AcquiCo, acting reasonably;
- (e) Dissent Rights shall have not been exercised with respect to more than 5% of the issued and outstanding TGOD Shares;
- (f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to TGOD and AcquiCo;
- (g) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (h) this Agreement shall not have been terminated under Article 7.

Except for the conditions set forth in this Section 5.1 which, by their nature, may not be waived, any of the other conditions in this Section 5.1 may be waived, either in whole or in part, by either of TGOD or AcquiCo, as the case may be, at its discretion.

5.2 Closing

Unless this Agreement is terminated earlier pursuant to the provisions hereof, Closing shall take place at the offices of TGOD's counsel at 1500 – 1055 West Georgia St., Vancouver BC V6E 4N7, at 10:00 a.m. (Vancouver time) on such date as the Parties hereto may mutually agree (the "**Closing Date**"), and each of them shall deliver in electronic format (except where originals are required by Applicable Laws) to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 Merger of Conditions

The conditions set out in Section 5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 Merger of Representations and Warranties

The representations and warranties in Section 4.1 shall be conclusively deemed to be correct as of the Effective Date and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT

6.1 Amendment

This Agreement may at any time and from time to time before or after the holding of the TGOD Meeting be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a TGOD Shareholder without approval by the TGOD Shareholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

ARTICLE 7 TERMINATION

7.1 Termination

Subject to Section 7.2, this Agreement may at any time before or after the holding of the TGOD Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the TGOD Board without further action on the part of the TGOD Shareholders, or by the board of directors of AcquiCo without further action on the part of AcquiCo Shareholder(s), and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the TGOD Board or AcquiCo to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

7.2 Cessation of Right

The right of each Party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 7.1 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 8 NOTICES

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally or sent by e-mail (with an acknowledgment of receipt) and in the case of:

The Green Organic Dutchman Holdings Ltd.:

6205 Airport Rd, Building A - Suite 301
Mississauga, Ontario L4V 1E3

Attention: Brian Athaide, Chief Executive Officer
Email: [REDACTED]

TGOD Acquisition Corporation:

c/o McMillan LLP
1500 - 1055 West Georgia Street
Vancouver, British Columbia V6E 4N7

Attention: David J. Doherty, President and Chief Executive Officer
Email: [REDACTED]

or such other address as the Parties may, from time to time, advise to the other Parties hereto by notice in writing. The date or time of receipt of any such notice shall be deemed to be the date of delivery or the time such telecopy is received.

ARTICLE 9 GENERAL

9.1 Assignment and Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by any party hereto without the prior consent of the other Parties hereto.

9.2 Disclosure

Each Party shall receive the prior consent, not to be unreasonably withheld, of the other Parties prior to issuing or permitting any director, officer, employee or agent to issue, any press release or other written statement with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, if any Party is required by law or administrative regulation to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party shall consult with the other Parties as to the wording of such disclosure prior to its being made.

9.3 Costs

Except as contemplated in this Arrangement Agreement, the Arrangement and the Transaction Expense Agreement, each Party hereto covenants and agrees to bear its own costs and expenses in connection with the transactions contemplated hereby.

9.4 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

9.5 Further Assurances

Each Party hereto shall, from time to time and at all times hereafter, at the request of any 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.

9.6 Time of Essence

Time shall be of the essence of this Agreement.

9.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. Each of the Parties hereto hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of Ontario in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against any Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

9.8 Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

9.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

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

SCHEDULE “A” TO THE ARRANGEMENT AGREEMENT

PLAN OF ARRANGEMENT UNDER THE

UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

**ARTICLE 1
INTERPRETATION**

1.1 In this Plan of Arrangement, the following terms have the following meanings:

“**AcquiCo**” means TGOD Acquisition Corporation, a private company incorporated under the federal laws of Canada, which intends to carry on business as an acquisition company with the objective of enhancing shareholder value in accordance with an investment policy adopted by the board of directors of AcquiCo;

“**AcquiCo Shareholder**” means a holder of common shares of AcquiCo;

“**AcquiCo Shares**” means the common shares without par value in the authorized share capital of AcquiCo, as constituted on the date of the Arrangement Agreement;

“**AcquiCo Unit**” means one unit of AcquiCo consisting of one AcquiCo Share and one-half of one AcquiCo Warrant;

“**AcquiCo Unit Purchase Warrant**” means one unit purchase warrant exercisable to acquire one AcquiCo Unit for a period of 30 days following the Effective Date at a price of \$0.50 per AcquiCo Unit;

“**AcquiCo Warrant**” means one common share purchase warrant exercisable to acquire one AcquiCo Share for a period of 24 months after the Listing Date (subject to certain acceleration provisions including, without limitation, in the event AcquiCo announces a subsequent financing at a price per security equal to or greater than \$1.25) at a price of \$1.25 per AcquiCo Share;;

“**Arrangement**”, “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to the proposed arrangement involving TGOD, AcquiCo and the TGOD Shareholders pursuant to Section 192 of the CBCA on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

“**Arrangement Agreement**” means the arrangement agreement dated effective October 25, 2018, between TGOD and AcquiCo, with AcquiCo being a subsidiary of TGOD with respect to the Arrangement, and all amendments thereto;

“**Arrangement Resolution**” means the special resolution in respect to the Arrangement and other related matters to be considered and voted on at the TGOD Meeting, to be in substantially the form attached as Schedule B to the Arrangement Agreement;

“**Articles of Arrangement**” means the articles of arrangement of TGOD in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to TGOD and AcquiCo, each acting reasonably;

“**Business Day**” means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia or the City of Toronto, Ontario are not generally open for business;

“**CBCA**” means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, and the regulations made under that enactment, as amended;

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director pursuant to Subsection 192(7) of the CBCA in respect of the Articles of Arrangement;

“**Class A Common Shares**” means the renamed and re-designated TGOD Shares, as described in Section 3.1(c)(i) of this Plan of Arrangement;

“**Conversion Factor**” means 0.15 AcquiCo Units for each TGOD Share outstanding at the Distribution Record Date;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**CSE**” means the Canadian Securities Exchange;

“**Depository**” means Computershare Trust Company of Canada;

“**Dissent Procedures**” has the meaning ascribed thereto in Section 5.1;

“**Dissent Rights**” has the meaning ascribed thereto in Section 5.1;

“**Dissenting Holder**” means a registered holder of TGOD Shares who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the TGOD Shares in respect of which Dissent Rights are validly exercised by such registered holder of TGOD Shares;

“**Dissenting Shares**” has the meaning ascribed thereto in Section 5.2;

“**Distributed AcquiCo Unit Purchase Warrants**” means AcquiCo Unit Purchase Warrants that are to be distributed to the TGOD Shareholders pursuant to Section 3.1;

“**Distribution Record Date**” means the date declared by the TGOD Board to determine those TGOD Shareholders entitled to receive AcquiCo Unit Purchase Warrants pursuant to this Plan of Arrangement;

“**DRS**” means the direct registration system;

“**DRS Advice**” means a DRS advice which details the shares held in a book position;

“**Effective Date**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

“**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

“**Election Deadline**” means 4:30 p.m. (Vancouver time) on the fifteenth (15th) Business Day immediately following the Distribution Record Date;

“**Election Form**” means the election form to be sent to TGOD Shareholders of record on the Distribution Record Date (other than Dissenting Holders) pursuant to which each Electing TGOD Shareholder, in order to receive, in addition to the New TGOD Shares, the Distributed AcquiCo Unit Purchase Warrants in exchange for their TGOD Share, is required to (i) confirm that such TGOD Shareholder is not a U.S. Person

or a Person in the United States and (ii) elect to receive Distributed AcquiCo Unit Purchase Warrants in respect of such TGOD Shareholder's TGOD Shares;

"Electing TGOD Shareholder" means a TGOD Shareholder who has confirmed that such TGOD Shareholder is not a U.S. Person or a Person in the United States and elected to receive Distributed AcquiCo Unit Purchase Warrants in respect of such TGOD Shareholder's TGOD Shares as indicated on the Election Form;

"Encumbrance" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

"Final Order" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Governmental Entity" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor in council, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

"Information Circular" or **"Circular"** means the notice of the TGOD Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the TGOD Shareholders in connection with the TGOD Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement;

"Interim Order" means the interim order of the Court concerning the Arrangement under the Act in respect of the Parties, containing declarations and directions with respect to the Arrangement and the holding of the TGOD Meeting, as such interim order may be affirmed, amended or modified by any court of competent jurisdiction;

"Law" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended;

"Listing Date" means the date the AcquiCo Shares are listed for trading on a national Canadian or U.S. (as determined by AcquiCo) securities exchange or trading system;

"New TGOD Shares" means the new common shares in the capital of TGOD to be created pursuant to a reorganization of capital by TGOD within the meaning of Section 86 of the Tax Act in accordance with this Plan of Arrangement, and which will have attached thereto the same rights and privileges as the issued and outstanding TGOD Shares immediately prior to the Effective Time;

"Parties" means, collectively, TGOD and AcquiCo and **"Party"** means either of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Plan**” or “**Plan of Arrangement**” means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 6 of the Arrangement Agreement;

“**Tax Act**” means *the Income Tax Act* (Canada), as amended;

“**TGOD**” means The Green Organic Dutchman Holdings Ltd., a company incorporated and existing under the federal laws of Canada;

“**TGOD Board**” means the board of directors of TGOD;

“**TGOD Meeting**” means the annual general and special meeting of the TGOD Shareholders, including any adjournment or postponement of such annual general and special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution;

“**TGOD Shares**” means the common shares of TGOD and “**TGOD Shareholder**” means the holders from time to time of TGOD Shares;

“**Transaction Expense Agreement**” means that certain expense agreement to be entered into by TGOD and AcquiCo concurrently with the execution of this Agreement pursuant to which TGOD shall pay certain costs related to the preparation and completion of the Arrangement on behalf of AcquiCo (the “**Transaction Costs**”), and that in consideration for TGOD paying such Transaction Costs, AcquiCo shall issue to TGOD such number of AcquiCo Unit Purchase Warrants as is equal to the number of issued and outstanding TGOD Shares multiplied by the Conversion Factor as of the Distribution Record Date; and

“**Transfer Agent**” means Computershare Trust Company of Canada.

1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties 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.

1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.

2.2 This Plan of Arrangement shall become effective in accordance with its terms and be binding on the Effective Date on the TGOD Shareholders. This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, shall become effective, and be binding on TGOD, AcquiCo and all registered and beneficial TGOD Shareholders, at and after, the Effective Time without any further act or formality required on the part of any Person

ARTICLE 3
ARRANGEMENT

3.1 Commencing at the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, in each case effective on the Effective Date as at the specified time set out below, and shall be effective and binding on TGOD, AcquiCo and all registered and beneficial TGOD Shareholders, without any further authorization, act or formality of or by TGOD, AcquiCo or any other Person:

(a) In accordance with the terms of the Transaction Expense Agreement, in consideration for TGOD's payment of the Transaction Costs, AcquiCo shall issue to TGOD such number of AcquiCo Unit Purchase Warrants equal to the number of issued and outstanding TGOD Shares of record on the Distribution Record Date (other than those TGOD Shares held by Dissenting Holders) multiplied by the Conversion Factor (the "**Distributed AcquiCo Unit Purchase Warrants**");

(b) Each TGOD Share held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be, and be deemed to have been, assigned and transferred, without any further act or formality, by the Dissenting Holder thereof, to TGOD (free and clear of all Encumbrances), and

(i) such Dissenting Holders shall cease to be the holders of such TGOD Shares and to have any rights as holders of such TGOD Shares other than the right to be paid the fair value for such TGOD Shares as set out in Section 5.1;

(ii) such Dissenting Holders' names shall be removed from the register of TGOD Shares maintained by or on behalf of TGOD;

(iii) such TGOD Shares held by Dissenting Holders shall be cancelled; and

(iv) the Dissenting Holder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such TGOD Shares;

(c) TGOD shall be deemed to undertake a reorganization of capital within the meaning of Section 86 of the Tax Act, which reorganization shall be deemed to occur in the following sequential order:

- (i) one minute following the Effective Time, the identifying name of the TGOD Shares shall be changed to “**Class A Common Shares**” and the special rights and restrictions attached to such shares shall be amended to provide that each such Class A Common Share is entitled to two (2) votes at any meeting of the shareholders of TGOD; and to reflect such amendments, TGOD’s articles of incorporation shall be deemed to be amended by adding the special rights and restrictions as set out in Schedule “A” to the Plan of Arrangement;
- (ii) two minutes following the Effective Time, the “**New TGOD Shares**”, being shares without par value and without any special rights and restrictions, shall be created as a class, the identifying name of the New TGOD Shares shall be “Common Shares” and the maximum number of New TGOD Shares which TGOD shall be authorized to issue shall be unlimited;
- (iii) three minutes following the Effective Time, each outstanding Class A Common Share shall be exchanged (without any further act or formality on the part of a TGOD Shareholder), free and clear of all Encumbrances, for (i) one (1) New TGOD Share and (ii) in the case of each Electing TGOD Shareholder, that number of AcquiCo Unit Purchase Warrants that is equal to the number of Class A Common Share held by such holder multiplied by the Conversion Factor, and the Class A Common Shares shall thereupon be cancelled, and:
- (A) the holders of Class A Common Shares shall cease to be holders thereof and cease to have any rights or privileges as holders of Class A Common Shares;
 - (B) the holders of Class A Common Shares names shall be removed from the central securities register of TGOD; and
 - (C) each TGOD Shareholder shall be deemed to be the holder of the New TGOD Shares and, in the case of each Electing TGOD Shareholder, the Distributed AcquiCo Unit Purchase Warrants exchanged for the TGOD Shares, in each case free and clear of any Encumbrances, and shall be entered into the central securities register of TGOD and AcquiCo, as the case may be, as the registered holder thereof;
- (iv) four minutes following the Effective Time, the authorized share capital of TGOD shall be amended to eliminate the Class A Common Shares and the special rights and restrictions attached to such shares, and the notice of articles of TGOD shall be deemed to be amended accordingly;
- (v) the capital of TGOD in respect of the New TGOD Shares shall be an amount equal to the paid-up capital for the purposes of the Tax Act in respect of the TGOD Shares immediately prior to the Effective Time, less the fair market value of the Distributed AcquiCo Unit Purchase Warrants distributed on such exchange; and
- (vi) The articles of incorporation of TGOD shall be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and
- (d) All AcquiCo Shares owned by TGOD shall be cancelled immediately upon the issuance of any AcquiCo Shares comprising part of the AcquiCo Units and the appropriate entries shall be made in the register of shareholders of AcquiCo.

3.2 Notwithstanding Section 3.1(c)(iii), (i) no fractional AcquiCo Unit Purchase Warrants shall be distributed to TGOD Shareholders and as a result all fractional AcquiCo Unit Purchase Warrant amounts arising under such sections shall be rounded down to the nearest whole number and (ii) no AcquiCo Unit Purchase Warrants shall be distributed to TGOD Shareholders who are not Electing TGOD Shareholders. Subject to Section 2.8(g) of the Arrangement Agreement, any Distributed AcquiCo Unit Purchase Warrants not distributed as a result of (i) this rounding down or (ii) a TGOD Shareholder not being an Electing TGOD Shareholder shall be dealt with as determined by the TGOD Board in its absolute discretion.

3.3 The holders of the Class A Common Shares and the holders of New TGOD Shares referred to in Section 3.1 shall mean in all cases those persons who are TGOD Shareholders at the close of business on the Distribution Record Date, subject to Article 5.

3.4 All New TGOD Shares and AcquiCo Unit Purchase Warrants issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the Act.

3.5 The Arrangement shall become final and conclusively binding on the TGOD Shareholders, the AcquiCo Shareholders, TGOD and AcquiCo at and after the Effective Time without any further act or formality required on the part of any Person.

3.6 Notwithstanding that the transactions and events set out in Section 3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of TGOD and AcquiCo shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

ARTICLE 4 CERTIFICATES AND DRS ADVICE

4.1 Recognizing that the TGOD Shares shall be redeemed and re-designated as Class A Common Shares pursuant to Section 3.1(c)(i) and that the Class A Common Shares shall be exchanged partially for New TGOD Shares pursuant to Section 3.1(c)(iii), TGOD shall not issue replacement share certificates or DRS Advice representing the Class A Common Shares.

4.2 Recognizing that, in the case of Electing TGOD Shareholders, the Class A Common Shares shall be exchanged partially for the Distributed AcquiCo Unit Purchase Warrants pursuant to Section 3.1(c)(iii), AcquiCo shall issue one certificate representing all of the Distributed AcquiCo Unit Purchase Warrants registered in the name of TGOD, which certificate shall be held by the Depositary until the Distributed AcquiCo Unit Purchase Warrants are transferred to the Electing TGOD Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed AcquiCo Unit Purchase Warrants to Electing TGOD Shareholders as of the Distribution Record Date, TGOD shall execute and deliver to the Depositary and the Transfer Agent an irrevocable power of attorney, authorizing them to distribute and transfer the Distributed AcquiCo Unit Purchase Warrants to such Electing TGOD Shareholders in accordance with the terms of this Plan of Arrangement and AcquiCo shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.

4.3 As soon as practicable after the Effective Date, TGOD shall cause to be issued to Electing TGOD Shareholders, certificates or DRS Advice representing the Distributed AcquiCo Unit Purchase

Warrants to which such Electing TGOD Shareholders are entitled pursuant to this Plan of Arrangement and shall cause such certificates or DRS Advice to be mailed to such Electing TGOD Shareholders.

4.4 From and after the Effective Date, share certificates or DRS Advice representing TGOD Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New TGOD Shares, and no New TGOD Share certificates or DRS Advice shall be issued with respect to the New TGOD Shares issued in connection with the Arrangement.

4.5 TGOD Shares traded after the Distribution Record Date shall represent New TGOD Shares and shall not carry any right to receive a portion of the Distributed AcquiCo Unit Purchase Warrants.

ARTICLE 5 DISSENTING SHAREHOLDERS

5.1 Notwithstanding Section 3.1 hereof, holders of TGOD Shares may exercise rights of dissent (the “**Dissent Right**”) in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order, the Final Order and this Section 5.1 (the “**Dissent Procedures**”); provided that, notwithstanding subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by TGOD not later than 5:00 p.m. (Vancouver time) two Business Days immediately preceding the date of the TGOD Meeting (as it may be adjourned or postponed from time to time).

5.2 TGOD Shareholders who duly exercise Dissent Rights with respect to their TGOD Shares (“**Dissenting Shares**”) and who:

- (a) are ultimately determined to be entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to TGOD for cancellation immediately before the Effective Date; or
- (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting TGOD Shareholder and shall receive New TGOD Shares and AcquiCo Unit Purchase Warrants, on the same basis as every other non-dissenting TGOD Shareholder, and in no case shall TGOD be required to recognize such person as holding TGOD Shares on or after the Effective Date.

5.3 If a TGOD Shareholder exercises the Dissent Right, TGOD shall on the Effective Date set aside and not distribute that portion of the Distributed AcquiCo Unit Purchase Warrants that is attributable to the TGOD Shares for which the Dissent Right has been exercised. If the dissenting TGOD Shareholder is ultimately not entitled to be paid for their Dissenting Shares, TGOD shall distribute to such TGOD Shareholder his, her or its pro-rata portion of the Distributed AcquiCo Unit Purchase Warrants. If a TGOD Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then TGOD shall retain the portion of the Distributed AcquiCo Unit Purchase Warrants attributable to such TGOD Shareholder (the “**Non-Distributed AcquiCo Unit Purchase Warrants**”), and the Non-Distributed AcquiCo Unit Purchase Warrants shall be dealt with as determined by the TGOD Board in its absolute discretion.

**ARTICLE 6
WITHHOLDING RIGHTS**

6.1 Each of TGOD, AcquiCo and the Depositary, as the case may be, shall be entitled to deduct and withhold from any consideration otherwise payable or deliverable to any TGOD Shareholder under this Plan of Arrangement such amounts as TGOD, AcquiCo or the Depositary determine should be deducted or withheld with respect to such payment under the Tax Act, the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise should be so deducted and withheld by TGOD, AcquiCo or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity by or on behalf of TGOD, AcquiCo or the Depositary, as the case may be.

**ARTICLE 7
AMENDMENTS**

7.1 TGOD and AcquiCo may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

- (i) set out in writing;
- (ii) filed with the Court and, if made following the TGOD Meeting, approved by the Court; and
- (iii) communicated to holders of TGOD Shares and AcquiCo Shares, as the case may be, if and as required by the Court.

7.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by TGOD at any time prior to the TGOD Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the TGOD Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

7.3 TGOD, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the TGOD Meeting and prior to the Effective Date with the approval of the Court.

7.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by TGOD and AcquiCo, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of TGOD and AcquiCo, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of TGOD and AcquiCo, or any former holder of TGOD Shares and AcquiCo Shares, as the case may be.

**ARTICLE 8
REFERENCE DATE**

7.1 This Plan of Arrangement is dated for reference the 25th day of October, 2018.

SCHEDULE “A” TO THE PLAN OF ARRANGEMENT

**SPECIAL RIGHTS AND RESTRICTIONS
FOR CLASS A COMMON SHARES**

The Class A Common Shares of The Green Organic Dutchman Holdings Ltd. (the “Company”) as a class shall have attached to them the following special rights and restrictions:

The holders of the Class A Common Shares of the Company are entitled to receive notice of, and to attend and vote in person or by proxy at, meetings of the Company and to cast two votes for each Class A Common Share held.

SCHEDULE “B” TO THE ARRANGEMENT AGREEMENT

ARRANGEMENT RESOLUTION

BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

- (1) The arrangement (the “**Arrangement**”) under Section 192 of the *Canada Business Corporations Act* (the “**CBCA**”), as more particularly described and set forth in the management information circular (the “**Circular**”) of The Green Organic Dutchman Holdings Ltd. (“**TGOD**”) dated ◆, 2018 accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is authorized, approved and adopted.
- (2) The plan of arrangement (the “**Plan of Arrangement**”), involving TGOD and TGOD Acquisition Corporation (“**TGOD Acquisition**”) and implementing the Arrangement, the full text of which is set out in Appendix B to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is authorized, approved and adopted.
- (3) The arrangement agreement (the “**Arrangement Agreement**”) between TGOD and TGOD Acquisition dated October 25, 2018, and all the transactions contemplated therein, the actions of the directors of TGOD in approving the Arrangement and the actions of the directors and officers of TGOD in executing and delivering the Arrangement Agreement and any amendments thereto are confirmed, ratified, authorized and approved.
- (4) Notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders of TGOD or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List), the directors of TGOD are authorized and empowered, without further notice to, or approval of, the shareholders of TGOD:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
- (5) Any one director or officer of TGOD is hereby authorized, for and on behalf and in the name of TGOD, to execute and deliver, whether under corporate seal of TGOD or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Arrangement in accordance with the terms of the Arrangement Agreement, including, but not limited to:
 - (a) all actions required to be taken by or on behalf of TGOD, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents, Notice(s) of Alteration and all other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by TGOD,

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.