

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this “**Amendment**”) is made as of January 14, 2019

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) On October 25, 2018, TGOD and AcquiCo entered into a transaction expense agreement (the “**Transaction Expense Agreement**”) and an arrangement agreement (the “**Arrangement Agreement**”) pursuant to which TGOD proposed to TGOD Shareholders an arrangement involving, among other things, the reorganization of the capital of TGOD and the exchange of one New TGOD Share and, the case of Electing TGOD Shareholders, 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 the Transaction Expense Agreement and the Arrangement Agreement (the “**Transaction**”);

(B) Pursuant to the terms of the Transaction Expense Agreement, TGOD agreed to 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 agreed to issue to TGOD, in accordance with the terms and conditions of the Arrangement Agreement, such number of AcquiCo Unit Purchase Warrants that would result in TGOD holding a sufficient number of AcquiCo Unit Purchase Warrants to give effect to the Transaction on the basis of 0.15 of one AcquiCo Unit Purchase Warrants for each TGOD Share which is outstanding on the Distribution Record Date;

(C) The Arrangement Resolution was approved by TGOD Shareholders at the TGOD Meeting held on December 6, 2018;

(D) Section 6.1 of the Arrangement Agreement provides that the Arrangement 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 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;

(E) Section 7.1 of the Plan of Arrangement provides that the Plan of Arrangement may at any time and from time to time prior to the Effective Date be amended, provided that each such amendment 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;

(F) The Parties wish to amend the Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement in accordance with the terms thereof as provided in this Amendment and have determined that the amendments provided in this Amendment do not reduce or materially adversely affect the consideration to be received by a TGOD Shareholder; and

(G) Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Arrangement Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby covenant and agree as follows:

ARTICLE 1 AMENDMENT

1.1 Amendments

(a) The Arrangement Agreement is hereby amended as follows:

(i) The definition of “AcquiCo Unit Purchase Warrant” in Section 1.1(e) of the Arrangement Agreement is hereby deleted in its entirety and replaced with the following:

“**AcquiCo Unit Purchase Warrant**” means one unit purchase warrant of AcquiCo entitling the holder thereof to acquire one AcquiCo Unit upon (i) the holder tendering the exercise price of \$0.50 per AcquiCo Unit to AcquiCo within 30 days following the Effective Date, such funds to be held in trust pending satisfaction of the condition set out in (ii) of this definition; and (ii) AcquiCo obtaining a receipt for a final prospectus qualifying the distribution of the AcquiCo Units underlying the AcquiCo Unit Purchase Warrants within 60 days following the Effective Date, failing which the holder will be entitled to a return of the exercise price tendered for such AcquiCo Unit, all in accordance with the terms and conditions of a warrant indenture governing the terms of such AcquiCo Unit Purchase Warrant, in such form as is acceptable to TGOD and AcquiCo, acting reasonably;”

(b) The Plan of Arrangement is hereby amended as follows, it being acknowledged that such amendment remains subject to approval by the Court;

(i) The definition of “AcquiCo Unit Purchase Warrant” in Section 1.1 of the Plan of Arrangement is hereby deleted in its entirety and replaced with the following:

“**AcquiCo Unit Purchase Warrant**” means one unit purchase warrant of AcquiCo entitling the holder thereof to acquire one AcquiCo Unit upon (i) the holder tendering the exercise price of \$0.50 per AcquiCo Unit to AcquiCo within 30 days following the Effective Date, such funds to be held in trust pending satisfaction of the condition set out in (ii) of this definition; and (ii) AcquiCo obtaining a receipt for a final prospectus qualifying the distribution of the AcquiCo Units underlying the AcquiCo Unit Purchase Warrants within 60 days following the Effective Date, failing which the holder will be entitled to a return of the exercise price tendered for such AcquiCo Unit, all in accordance with the terms and conditions of a warrant indenture governing the terms of such AcquiCo

Unit Purchase Warrant, in such form as is acceptable to TGOD and AcquiCo, acting reasonably;”

- (c) The Transaction Expense Agreement is hereby amended as follows:
- (i) The first sentence of the second recital of the Transaction Expense Agreement is hereby deleted in its entirety and replaced with the following:

“**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**”), upon (i) the holder tendering the exercise price of \$0.50 per AcquiCo Unit to AcquiCo within 30 days following the Effective Date (as such term is defined in the Arrangement Agreement), such funds to be held in trust pending satisfaction of the condition set out in (ii) below; and (ii) AcquiCo obtaining a receipt for a final prospectus qualifying the distribution of the AcquiCo Units underlying the Unit Warrants within 60 days following the Effective Date, failing which the holder will be entitled to a return of the exercise price tendered for such AcquiCo Unit, all in accordance with the terms and conditions of a warrant indenture governing the terms of such Unit Warrant, in such form as is acceptable to TGOD and AcquiCo, acting reasonably.”

ARTICLE 2

GENERAL

2.1 Modification; Full Force and Effect

Except as expressly modified and superseded by this Amendment, the terms, representations, warranties, covenants and other provisions of the Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement are and shall continue to be in full force and effect in accordance with their respective terms.

2.2 Entire Agreement

The Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement and this Amendment constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof.

2.3 References to Arrangement Agreement

After the date hereof, all references to the Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement will refer to the Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement as amended by this Amendment.

2.4 Inconsistencies

In the event of any inconsistency between the terms of this Amendment and the terms of the Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement, the provisions of this Amendment shall prevail.

2.5 Further Acts

Each of the Parties will perform and cause to be performed any further and other acts and things and execute and deliver or cause to be executed and delivered any further and other documents necessary or desirable to give effect to the amendments to the Transaction Expense Agreement, the Arrangement Agreement and the Plan of Arrangement contained in this Amendment.

2.6 Governing Law

This Amendment shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.

2.7 Execution in Counterparts

This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Amendment (including, without limitation, PDF), and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of the page intentionally left blank. Signature page follows.]

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

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD.

“Brian Athaide”

Per: Brian Athaide
Title: Chief Executive Officer

“Anna Stewart”

Per: Anna Stewart
Title: General Counsel

TGOD ACQUISITION CORPORATION

“David J. Doherty”

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