

SECOND AMENDMENT
dated as of October 1, 2020
to
CREDIT AGREEMENT
dated as of March 31, 2020

SECOND AMENDMENT (this "**Amendment**") dated as of October 1, 2020 is entered into between, among others, The Green Organic Dutchman Ltd. (the "**Borrower**") and Cortland Credit Lending Corporation, in its capacity as agent (the "**Agent**"), for the lenders from time to time party to the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS the Borrower and the Agent are parties to a credit agreement dated March 31, 2020, as amended by a first amendment dated May 27, 2020 (collectively, the "**Credit Agreement**");

AND WHEREAS the Borrower and the Agent have agreed to amend the Credit Agreement, from and after the Amendment Effective Date (as hereinafter defined), on the terms and condition more particularly described herein;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein and in the Credit Agreement, the parties hereto agree as follows:

Article 1 – Definitions

All capitalized terms not otherwise defined herein (including the recitals above) are used as defined in the Credit Agreement, as amended hereby.

Article 2 – Amendments

As of the Amendment Effective Date, the Credit Agreement is hereby amended as follows:

- 2.1 The following new Sections 2(h) and 2(i) are hereby added following Section 2(e) of the Credit Agreement:

“(h) In consideration of entering into Amendment No. 2, the Agent, Cortland Credit Strategies LP (more particularly, BMO Nesbitt Burns Inc. ITF 402-21190-20 Cortland Credit Strategies LP, and hereinafter referred to as "**Cortland Strategies LP**") and Cortland Credit Institutional LP (more particularly, BMO Nesbitt Burns Inc. ITF 402-22084-27 Cortland Credit Institutional LP, and hereinafter referred to as "**Cortland Institutional LP**") shall be entitled to receive, respectively, the Amendment No. 2 Warrants (as defined in Section 2(i)) issued to each of them, which shall be earned on October 1, 2020, and issued on or prior to the Amendment No. 2 Effective Date.

- (i) Subject to the conditional listing approval of the Toronto Stock Exchange and the provisions of this Agreement, as of October 1, 2020, the Agent, Cortland Strategies, and Cortland Institutional LP shall be entitled to receive, on behalf of the Lenders, warrants to purchase, respectively, One Hundred Sixty Six Thousand Six Hundred Sixty Six (166,666), Two Hundred Seventy One Thousand Five Hundred Thirty Nine (271,539) and Sixty One Thousand Seven Hundred Five (61,795) freely tradeable common shares (for a total of Five Hundred Thousand (500,000) freely tradeable common shares, collectively, the “**Amendment No. 2 Warrant Shares**”) of Holdings (such Amendment No. 2 Warrant Shares together with all documents, instruments and certificates given in connection therewith, the “**Amendment No. 2 Warrants**”), at the Amendment No. 2 Exercise Price, for a period of sixty (60) months following the Amendment No. 2 Effective Date.”

2.2 The following new Section 6(ee) is hereby added following Section 6(dd) of the Credit Agreement:

- “(dd) Amendment No. 2 Warrants. In respect of the Amendment No. 2 Warrants
- (i) Amendment No. 2 Warrants. That Holdings is duly authorized and has the corporate and lawful power and authority to create and issue the Amendment No. 2 Warrants and the Amendment No. 2 Warrant Shares issuable upon the exercise thereunder and to perform its obligations thereunder and that the certificate(s) representing the Amendment No. 2 Warrants, will, when issued, represent a valid, legal and binding obligation of Holdings enforceable in accordance with its terms.
- (ii) Amendment No. 2 Warrant Shares. That Holdings has agreed to at all times reserve and keep available out of its authorized common shares a sufficient number of Amendment No. 2 Warrant Shares to satisfy the right of purchase pursuant to the Amendment No. 2 Warrants, it will cause the Amendment No. 2 Warrant Shares, including duly authorized certificates in respect thereof, subscribed for and purchased in accordance with the terms and conditions of the Amendment No. 2 Warrants to be issued and delivered as directed and such Amendment No. 2 Warrant Shares shall be issued as fully paid and non-assessable common shares of Holdings and the holders thereof shall not be liable to Holdings or to its creditors in respect thereof.
- (iii) Actions to Issue Amendment No. 2 Warrants. That Holdings has agreed to take such actions as may be reasonably necessary and as are within its power to ensure that all Amendment No. 2 Warrant Shares will be issued without violation of any applicable laws or the applicable requirements of any stock exchange upon which the common shares of Holdings may be listed.
- (iv) Securities Filings. That Holdings has agreed to make all requisite filings under applicable securities laws necessary to remain a reporting issuer not in default in the provinces of British Columbia, Alberta, Saskatchewan,

Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.

- (v) Listing of Holdings' Shares. That Holdings has agreed to use all reasonable efforts to maintain the listing of its common shares on the TSX (or such other recognized stock exchange as may be agreed upon by Holdings and the holder of the Amendment No. 2 Warrants) and to have the Amendment No. 2 Warrant Shares issued pursuant to the exercise of the Amendment No. 2 Warrants listed and posted for trading on the TSX (or such other recognized stock exchange as may be agreed upon by Holdings and the holder of the Amendment No. 2 Warrants) as expeditiously as possible.
- (vi) Issuance of Amendment No. 2 Warrant Shares. That Holdings has agreed that upon exercise of the Amendment No. 2 Warrants, the Amendment No. 2 Warrant Shares will be issued as fully paid and non-assessable common shares in the capital of Holdings."

2.3 The following new Section 8(hh) is hereby added following Section 8(gg) of the Credit Agreement:

“(gg) in respect of the Amendment No. 2 Warrants, will:

- (i) obtain, and cause Holdings to obtain, conditional listing approval of the Toronto Stock Exchange to the issue of the Amendment No. 2 Warrants as soon as possible and in any event on or prior to the Amendment No. 2 Effective Date and use its commercially reasonable efforts to cause the Amendment No. 2 Warrants to be issued by the dates required hereunder;
- (ii) cause Holdings to, at all times, reserve and keep available out of Holdings' authorized common shares a sufficient number of Amendment No. 2 Warrant Shares to satisfy the right of purchase pursuant to the Amendment No. 2 Warrants and to issue and deliver the Amendment No. 2 Warrant Shares subscribed for and purchased in accordance with the terms and conditions of the Amendment No. 2 Warrants to be issued as fully paid and non-assessable common shares of Holdings;
- (iii) to take all actions, and to cause Holdings to take such actions, as may be reasonably necessary and as are within its power to ensure that all Amendment No. 2 Warrant Shares will be issued without violation of any applicable laws or the applicable requirements of any stock exchange upon which the common shares of Holdings may be listed;
- (iv) to cause a news release of Holdings announcing this Amendment, the issuance of the Amendment No. 2 Warrants and such other matters as may be required pursuant to applicable securities laws to be disseminated and filed pursuant to such applicable securities laws, provided that Borrower agrees to provide a draft of such news release to the Agent and to allow the Agent to provide reasonable comments prior to its dissemination / filing; and

- (v) to cause Holdings to provide a draft of any other news release related to this Amendment and/or ancillary matters to the Agent and to allow the Agent to provide reasonable comments prior to the dissemination / filing of any such other new release.”

2.4 Section 10(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(a) The initial term of the Revolving Facility is twelve (12) months (the “**Initial Term**”), which Initial Term was extended by six (6) months as of the Amendment No. 1 Effective Date (the “**First Extension**”), and which shall be extended to December 31, 2021 as of the Amendment No. 2 Effective Date (the “**Second Extension**”) which extended term, subject to the continued satisfactory performance of the Obligors’ obligations under this Agreement and the other Transaction Documents, may, with the consent of the Borrower and the Agent, be extended to March 31, 2022 (the “**Third Extension**”) (the Initial Term, First Extension, Second Extension and Third Extension are, collectively, the “**Term**”).”

2.5 Schedule “C” to the Credit Agreement is hereby amended by adding the following definitions, in alphabetical order:

“**Amendment No. 2**” means the second amendment to this Agreement dated October 1, 2020.

“**Amendment No. 2 Effective Date**” means the date upon which all of the conditions precedent to the effectiveness of Amendment No. 2 shall have been satisfied.

“**Amendment No. 2 Exercise Price**” means \$0.30.”

2.6 The definition of “Base Facility Amount” in Schedule “C” of the Credit Agreement (as amended) is hereby deleted in its entirety and replaced with the following:

“**Base Facility Amount**” means, (i) from the date hereof to July 1, 2020, \$10,000,000, (ii) from July 1, 2020 to March 31, 2021, \$13,000,000, (iii) from April 1, 2021 to December 31, 2021, \$10,000,000, and (iv) from the date of expiry of the Second Extension, zero.”

2.7 The definition of “Transaction Documents” in Schedule “C” of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“**Transaction Documents**” means, collectively, this Agreement (including, for greater certainty, Amendment No. 1 and Amendment No. 2), the Guarantees given by the Obligors (other than the Borrower) in respect of the Obligations, the Security Agreements, the Warrants, the Amendment No. 1 Warrants, the Amendment No. 2 Warrants and all other documents contemplated by this Agreement and/or delivered in connection with this Agreement (including, for greater certainty, any Advance Request Certificate and Borrowing Base Certificate).”

Article 3 – Confirmation of Guarantee and Security

- 3.1 The Borrower and each of the other Obligors hereby confirms to the Agent that all Security (including, for greater certainty, Guarantees) previously executed by each of them, respectively, continue in full force and effect.

Article 4 – Representations and Warranties

- 4.1 The Borrower hereby represents and warrants that:
- (a) the representations and warranties made by it in the Credit Agreement, other than those expressly stated to be made as of a specific date, are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof; and
 - (b) after giving effect to this Amendment, no Event of Default has occurred which is continuing on the date hereof or will occur as a result of entering into this Amendment or the observance or performance of its obligations hereunder.

Article 5 – Miscellaneous

- 5.1 Effectiveness. Article 2 of this Amendment shall become effective as of the date upon which the following conditions have been satisfied (the “**Amendment Effective Date**”):
- (a) each of the parties hereto shall have received duly executed counterparts of this Amendment;
 - (b) the Agent shall have received:
 - (i) conditional listing approval from the Toronto Stock Exchange with respect to issuance of the Amendment No. 2 Warrants, together with the executed certificate(s) representing the Amendment No. 2 Warrants and a legal opinion covering securities matters related to such Amendment No. 2 Warrants;
 - (ii) a duly executed officer’s certificate from each Obligor, attaching a certified copy of the Borrower’s constating documents, bylaws and directors’ resolutions authorizing this Amendment, and all other related documents and transactions;
 - (iii) certificates of good standing in respect of each of the Obligors from the jurisdiction of its organization;
 - (iv) a legal opinion from the Borrower’s Canadian legal counsel; and
 - (v) such other documents and information which the Agent may reasonably request.

- 5.2 References to Credit Agreement. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Credit Agreement as amended by this Amendment, and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.
- 5.3 Effect on Credit Agreement. The Credit Agreement, as amended and modified hereby, and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.
- 5.4 No Waiver. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party under the Credit Agreement or any other document, instrument or agreement executed in connection therewith, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.
- 5.5 Governing Law. This Amendment, including the rights and duties of the parties hereto, shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the conflict of laws principles thereof).
- 5.6 Successors and Assigns. This Amendment shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 5.7 Headings. The section headings in this Amendment are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Amendment or any provision hereof.
- 5.8 Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery by facsimile or email of an executed signature page of this Amendment shall be as effective as delivery of an original executed counterpart thereof.

(The remainder of this page is intentionally blank; signature page follows.)

IN WITNESS WHEREOF the parties hereto have executed this Amendment.

BORROWER:

THE GREEN ORGANIC DUTCHMAN LTD.

Per: *"Sean Bovingdon"*
Name: Sean Bovingdon
Title: CFO

Per: _____
Name:
Title:
I/we have the authority to bind the Borrower.

OTHER OBLIGORS:

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD.

Per: *"Brian Athaide"*
Name: Brian Athaide
Title: CEO

Per: _____
Name:
Title:
I/we have the authority to bind the Borrower.

THE GREEN ORGANIC HEMP LTD.

Per: *"Sean Bovingdon"*
Name: Sean Bovingdon
Title: CFO

Per: _____
Name:
Title:
I/we have the authority to bind the Borrower.

MEDICAN ORGANIC INC.

Per: _____
Name: Sean Bovingdon
Title: CFO

Per: _____
Name:
Title:
I/we have the authority to bind the Borrower.

9371-8633 QUEBEC INC.

Per: _____
Name: Marc Cernovitch
Title: President

Per: _____
Name:
Title:
I/we have the authority to bind the Borrower.

AGENT:

CORTLAND CREDIT LENDING CORPORATION, as Agent

Per: _____
Name: Sean Rogister
Title: CEO

Per: _____
Name:
Title:
I/we have the authority to bind the Agent.