

THIS SUPPLEMENTAL WARRANT INDENTURE dated as of November 14, 2019, to the Warrant Indenture made as of August 30, 2019,

BETWEEN:

IM CANNABIS CORP. (FORMERLY NAVASOTA RESOURCES INC.), a corporation existing under the laws of the Province of British Columbia

(the "**Corporation**")

AND

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada and authorized to carry on business in all provinces of Canada

(the "**Warrant Agent**")

WHEREAS the Corporation and the Warrant Agent entered into a warrant indenture dated August 30, 2019 with respect to the issuance of Warrants entitling the holders thereof to acquire Common Shares in the capital of the Corporation (the "**Warrant Indenture**");

AND WHEREAS, Section 8.1(g) of the Warrant Indenture provides for the creation of indentures supplemental to the Warrant Indenture for the purpose of providing for the issuance of additional Warrants under the Warrant Indenture;

AND WHEREAS on the date of the RTO Transaction, the Corporation issued 206,100 additional warrants which were not governed by the terms of the Warrant Indenture;

AND WHEREAS the Corporation will re-issue the 206,100 additional warrants, effective the date of the RTO Transaction, which shall be governed by the Warrant Indenture;

AND WHEREAS the foregoing recitals are statements made by the Corporation and not by the Warrant Agent;

NOW THEREFORE THIS SUPPLEMENTAL INDENTURE WITNESSES that for good and valuable consideration mutually given and received, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed and declared as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Warrant Indenture.
2. The following recital shall be added immediately after the first recital:

"WHEREAS the Corporation is proposing to issue an additional 206,100 Warrants (as hereinafter defined) pursuant to this Indenture;"

3. The definition of "Offering" in Section 1.1 of the Warrant Indenture shall be deleted in its entirety and replaced as follows:

""**Offering**" means the issue and sale of 19,460,527 Subscription Receipts by the Corporation on a private placement basis at the Offering Price;"

4. The definition of "Warrants" in Section 1.1 of the Warrant Indenture shall be deleted in its entirety and replaced as follows:

""**Warrants**" means the Common Share purchase warrants created by and authorized by and issuable under this Indenture, to be issued and countersigned hereunder as a Warrant Certificate and/or Uncertificated Warrant held through the book entry registration system on a no certificate issued basis, entitling the holder or holders thereof to purchase up to 9,730,263 Warrant Shares (subject to adjustment as herein provided) at the Exercise Price prior to the Expiry Time and, where the context so requires, also means the Warrants issued and Authenticated hereunder, whether by way of Warrant Certificate or Uncertificated Warrant;"

5. The section number of Section 2.1 shall be changed to "Section 2.1.1".
6. The following Section 2.1.2 is hereby added immediately following Section 2.1.1:

"2.1.2 Issue of Additional Warrants

206,100 Warrants (subject to adjustment as herein provided), in addition to those Warrants set out in Section 2.1.1 above, are hereby authorized to be created and issued on the Issue Date in accordance with the terms and conditions hereof. By written order of the Corporation, the Warrant Agent shall deliver Warrants in certificated or uncertificated form pursuant to Section 2.5 hereof to Registered Warranholders and record the name of the Registered Warranholders on the Warrant register. Registration of interests in Warrants held by the Depository may be evidenced by a position appearing on the register for Warrants of the Warrant Agent for an amount representing the aggregate number of such Warrants outstanding from time to time."

7. For greater certainty, for the purposes of the additional 206,100 Warrants issued pursuant to this Supplemental Indenture, the Issue Date (as defined in the Warrant Indenture) shall be October 11, 2019.
8. Except as amended hereby, the provisions of the Warrant Indenture remain in full force and effect and the Warrant Indenture shall be read in conjunction with this Supplemental Warrant Indenture from and after the date hereof.
9. This Supplemental Warrant Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. This Supplemental Warrant Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
11. This Supplemental Warrant Indenture may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof.

(signature page follows)

IN WITNESS WHEREOF the parties have executed this Supplemental Warrant Indenture as of the day and year first above written.

IM CANNABIS CORP. (FORMERLY NAVASOTA RESOURCES INC.)

By: “Oren Shuster”
Name: Oren Shuster
Title: CEO

COMPUTERSHARE TRUST COMPANY OF CANADA

By: “Jennifer Wong”
Name: Jennifer Wong
Title: Corporate Trust Officer

By: “Elmira Afshar”
Name: Elmira Afshar
Title: Associate Trust Officer