

**THIS SUPPLEMENTAL WARRANT INDENTURE** is made as of the 11<sup>th</sup> day of December, 2020

**BETWEEN:**

**GLOBAL HEMP GROUP INC.** a corporation existing under the laws of British Columbia

(the “**Corporation**”)

- and -

**ODYSSEY TRUST COMPANY**, a trust company incorporated under the laws of the *Loan and Trust Corporations Act* (Albert) with an office in the city of Calgary in the Province of Alberta

(the “**Warrant Agent**”)

**WHEREAS:**

- A. The Corporation and the Warrant Agent executed a warrant indenture (the “**Original Warrant Indenture**”) dated as of August 25, 2020 providing for the issuance up to a maximum of 62,732,338 Warrants (as defined in the Warrant Indenture) in connection with a rights offering by the Corporation;
- B. Section 8.1 (f) of the Warrant Indenture provides that the Corporation and the Warrant Agent may, subject to the terms and conditions therein, enter into indentures supplemental to the Warrant Indenture for any other purpose not inconsistent with the terms of this Indenture, including the correction or rectification of any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions herein, provided that in the opinion of the Warrant Agent relying on the advice of Counsel the rights of the Warrant Agent and of the Warrantholders are in no way prejudiced thereby;
- C. Counsel has advised that the foregoing amendments do not, in their opinion, prejudice the rights of the Warrant Agent and the Warrantholders;



- D. All necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Supplemental Warrant Indenture, and any other documents contemplated therein, by the Corporation, to make the same effective and binding upon the Corporation; and
- E. The foregoing recitals are made as representations and statements of act 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 is hereby acknowledged, and the parties hereto agree as follows:

1. This Supplemental Warrant Indenture is supplemental to the Original Warrant Indenture, and the Original Warrant Indenture and the Supplemental Warrant Indenture shall hereafter be read together and shall have effect, so far as practicable, with respect to the Warrant Indenture as if all the provisions of the Warrant Indenture were contained in one instrument.
2. As of and from the date hereof, the Original Warrant Indenture is amended by changing the definition of Expiry Date to September 8, 2023, and making all changes necessary to give full and intended effect to this amendment and to ensure consistency in the Warrant Indenture.
3. The Warrant Indenture is and shall remain in full force and effect with regards to all matters governing it and the Warrants, except as the Warrant Indenture is further amended, superseded, modified or supplemented in accordance with the terms thereof.
4. The Warrant Indenture is and continues to be in full force and effect, unamended, except as provided herein, and the Corporation hereby confirms the Warrant Indenture in all other respects.
5. This Supplemental Indenture will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is binding upon the parties hereto and their respective successors and assigns.
6. This Supplemental Indenture may be simultaneously executed in several counterparts, and by facsimile or other electronic reproduction, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date set out at the top of the first page of this Supplemental Indenture.

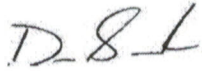


**IN WITNESS WHEREOF** the parties hereto have executed this Indenture under the hands of their proper officers in that behalf as of the date first written above.

**GLOBAL HEMP GROUP**  


\_\_\_\_\_  
**Authorized Signatory**

**ODYSSEY TRUST COMPANY**



\_\_\_\_\_  
**Authorized Signatory**



\_\_\_\_\_  
**Authorized Signatory**