

WESTLEAF INC.

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA

SUPPLEMENTAL DEBENTURE INDENTURE

Dated December 20, 2019

THIS SUPPLEMENTAL DEBENTURE INDENTURE (the "**Supplemental Indenture**") is dated the 20th day of December, 2019.

B E T W E E N:

WESTLEAF INC., a corporation existing under laws of the Province of Alberta
(hereinafter called the "**Corporation**")

OF THE FIRST PART

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada

(hereinafter called the "**Trustee**")

OF THE SECOND PART

WHEREAS the Corporation and the Trustee have entered into a debenture indenture, dated as of May 10, 2019 (the "**Indenture**");

AND WHEREAS under the Indenture the Corporation issued 12,000 convertible debentures of the Corporation (the "**Debentures**"), with an aggregate principal amount of \$12,000,000, convertible into common shares of the Corporation ("**Common Shares**") at a price of \$1.30 per Common Share (the "**Original Conversion Price**"), up until May 10, 2022 (the "**Maturity Date**");

AND WHEREAS pursuant to sections 11.11, 11.15 and 14.1(e) of the Indenture, by Extraordinary Resolution in writing, the Debentureholders have sanctioned a modification of the Indenture to amend the Original Conversion Price and the Corporation wishes to enter into this Supplemental Indenture to modify the provisions of the Indenture, to modify the Conversion Price of the Debentures, for the benefit of all holders of the Debentures;

AND WHEREAS the Corporation has duly authorized the execution and delivery of this Supplemental Indenture and all things necessary to make this Supplemental Indenture a valid and binding agreement of the Corporation in accordance with its terms, have been done.

NOW THEREFORE the parties agree as follows:

1. Definitions

All capitalized terms used but not defined in this Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

2. Amendment to Indenture

The Indenture is hereby amended as follows:

- a. The second paragraph of section 2.4(d) shall be deleted and replaced with the following:

"The Conversion Price in effect on the date hereof for each Common Share to be issued upon the conversion of Initial Debentures shall be equal to \$0.45 such that approximately 2,222 Common Shares shall be issued for each \$1,000 principal amount of Initial Debentures so converted, subject to the terms of Section 5.6. Upon conversion, the Trustee shall issue the applicable number of Common Shares to the holders of such Initial Debentures within three Business Days of the date of conversion. Within three Business Days after the date of conversion with respect to an Initial Debenture, the Trustee shall use commercially reasonable efforts to cause to be delivered or mailed to the person or persons in whose name or names the Common Shares are to be registered or, if so specified in writing by the holder, cause to be delivered to such person or persons a certificate or other appropriate evidence of the issuance of Common Shares to such person or persons in respect of Common Shares issued under the non-certificated inventory system administered by the Depository. Except as provided below, no adjustment in the number of Common Shares to be issued upon conversion will be made for dividends or distributions on Common Shares issuable upon conversion, the record date for the payment of which precedes the date upon which the holder becomes a holder of Common Shares in accordance with Article 5, or for interest accrued on Initial Debentures surrendered. No fractional Common Shares will be issued on any conversion. If any fractional interest in a Common Share are deliverable upon the conversion of any principal amount of Initial Debentures, the number of Common Shares so issuable shall be rounded down to the nearest whole number. The Conversion Price applicable to, and the Common Shares, securities or other property receivable on the conversion of, the Initial Debentures is subject to adjustment pursuant to the provisions of Section 5.5."

- b. The sixth paragraph in Schedule "A" shall be deleted and replaced with the following:

"On or after the date hereof, any part, being \$1,000 or an integral multiple thereof, of the principal of this Initial Debenture, provided that the principal amount of this Initial Debenture is in a denomination in excess of \$1,000, is convertible, at the option of the holder hereof, upon surrender of this Initial Debenture at the principal office of the Trustee in Vancouver, British Columbia or in Toronto, Ontario, at any time prior to 5:00 p.m. (EST) on the earliest of (i) the Business Day immediately preceding the Maturity Date of this Initial Debenture; (ii) the Business Day immediately preceding the date specified by the Corporation for redemption of this Initial Debenture upon a Change of Control; or (iii) if subject to compulsory acquisition as provided for in the Indenture, on the Business Day immediately prior to the day on which such acquisition becomes effective, into Common Shares (without adjustment for interest accrued hereon or for dividends or distributions on Common Shares issuable upon conversion) at a conversion price of \$0.45 (the "Conversion Price") per Common Share, being a rate of approximately 769.231 Common Shares for each \$1,000 principal amount of Initial Debentures, all subject to the terms and conditions and in the manner set forth in the Indenture. No Initial Debentures may be converted during the five Business Days preceding each Interest Payment Date in each year, commencing June 28, 2019, as the registers of the Trustee will be closed during such periods. The Indenture makes provision for the adjustment of the Conversion Price in the events therein specified. No fractional Common Shares will be issued upon any conversion. If any fractional interest in a Common Share are deliverable upon the conversion of any principal amount of Initial Debentures, the number of Common Shares so issuable shall be rounded down to the nearest whole number in accordance with the Indenture. Holders converting

their Initial Debentures will receive accrued and unpaid interest thereon. If an Initial Debenture is surrendered for conversion on an Interest Payment Date or during the five preceding Business Days, the person or persons entitled to receive Common Shares in respect of the Initial Debentures so surrendered for conversion shall not become the holder or holders of record of such Common Shares until the Business Day following such Interest Payment Date and, for clarity, any interest payable on such Initial Debentures will be for the account of the holder of record of such Initial Debentures at the close of business on the relevant record date.”

3. Effect of Amendment

- a. The Debentures issued and outstanding shall be deemed to include the amendments as set forth herein, without any further action of the holders or surrender or exchange of their Debenture Certificates.
- b. The parties confirm that the Indenture, as amended by this Supplemental Indenture, remains in full force and effect. From the date hereof, the Indenture and this Supplemental Indenture shall be read together to the extent reasonably possible as though all of the terms of both documents were contained in one instrument.

4. Counterparts

This Supplemental Indenture may be executed in several counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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

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

WESTLEAF INC.

By: (signed) "Scott Hurd"
Name: Scott Hurd
Title: President and Chief Executive Officer

**COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee**

By: (signed) "Brian Howarth"
Name: Brian Howarth
Title: Corporate Trust Officer

By: (signed) "Elmira Afshar"
Name: Elmira Afshar
Title: Associate Trust Officer