Execution Copy

SUPPLEMENTAL TRUST INDENTURE

made as of March 14, 2019

among

EMBLEM CORP.

and

ALEAFIA HEALTH INC.

and

COMPUTERSHARE TRUST COMPANY OF CANADA

supplementing the Trust Indenture dated February 2, 2018

SUPPLEMENTAL TRUST INDENTURE

THIS SUPPLEMENTAL TRUST INDENTURE is made as of the 14th day of March, 2019

AMONG:

> **EMBLEM CORP.**, a corporation existing under the federal laws of Canada resulting from the amalgamation of Emblem Corp. (hereinafter called the "**Predecessor Corporation**") and 112088578 Canada Inc., a wholly-owned subsidiary of Aleafia Health Inc., and having its head office in the City of Toronto, in the Province of Ontario (hereinafter called "**Amalco**")
>
> - and –
>
> **ALEAFIA HEALTH INC.**, a corporation existing under the laws of the Province of Ontario and having its head office in the City of Toronto, in the Province of Ontario (hereinafter called "**Aleafia**")
>
> - and –
>
> **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company existing under the federal laws of Canada and having an office in the City of Toronto, in the Province of Ontario (hereinafter called the "**Indenture Trustee**")

WHEREAS the Predecessor Corporation entered into a trust indenture dated February 2, 2018 (the "**Indenture**") with the Indenture Trustee providing for the issue of Debentures (as defined in the Indenture);

AND WHEREAS on December 18, 2018, the Predecessor Corporation and Aleafia entered into an arrangement agreement providing for Aleafia to acquire all of the issued and outstanding shares of the Predecessor Corporation pursuant to a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Plan of Arrangement**") pursuant to which the holders of common shares of the Predecessor Corporation would receive 0.8377 of a common share of Aleafia for each common share of the Predecessor Corporation held (the "**Share Consideration**");

AND WHEREAS concurrently on December 18, 2018, Aleafia and the Predecessor Corporation sought the consent of the holders of Debentures to, among other things, amend Section 2.4(g) of the Indenture (the "**Change of Control Amendment**") and Section 2.4(e) of the Indenture (the "**Conversion Price Amendment**");

AND WHEREAS the required approvals for the Change of Control Amendment and Conversion Price Amendment have been obtained (the "**Approvals**");

AND WHEREAS effective March 14, 2019 (the "**Effective Date**") the Plan of Arrangement was completed and as part of the Plan of Arrangement, the Predecessor Corporation amalgamated with 112088578 Canada Inc., a wholly-owned subsidiary of Aleafia, to form Amalco (the "**Amalgamation**");

AND WHEREAS the Approvals and the provisions of the Indenture (and in particular Section 15.1 thereof) provide that in connection with the implementation of the Change of Control Amendment and Conversion Price Amendment, a supplemental indenture shall be entered into;

AND WHEREAS the provisions of the Indenture (and in particular Section 6.4(d) and Article 15 thereof) also provide that in connection with an amalgamation or arrangement, a supplemental indenture shall provide for adjustments to the Conversion Price as a result of such amalgamation or arrangement and shall evidence the succession of others to the Predecessor Corporation and the covenants of and obligations assumed by any such successor in accordance with the provisions of the Indenture;

AND WHEREAS Aleafia has agreed to execute and deliver this Supplemental Indenture to, among other things, evidence its agreement to deliver, upon conversion by a holder of the Debentures, the Share Consideration;

AND WHEREAS the parties hereto are therefore desirous of executing and delivering this supplemental trust indenture which is a supplemental trust indenture for the purposes of the Indenture (the "**Supplemental Indenture**");

AND WHEREAS the foregoing recitals are made as representations of Amalco and Aleafia and not by the Indenture Trustee;

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 covenanted, agreed and declared as follows:

ARTICLE 1
INTERPRETATION

1.1 To Be Read With Indenture

This Supplemental Indenture is supplemental to the Indenture and the Indenture shall henceforth be read in conjunction with this Supplemental Indenture and all provisions of the Indenture, except only insofar as the same may be inconsistent with the express provisions hereof, shall apply and have the same effect as if all the provisions of the Indenture and of this Supplemental Indenture were contained in one instrument. Except as specifically amended by this Supplemental Indenture, all other terms and conditions of the Indenture shall remain in full force and unchanged.

On and after the date hereof, each reference to the Indenture, as amended by this Supplemental Indenture, "**this Indenture**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar references, and each reference to the Indenture in any other agreement, certificate, document or instrument relating thereto, shall mean and refer to the Indenture as amended hereby.

1.2 Definitions

All terms which are defined in the Indenture and are used but not defined in this Supplemental Indenture shall have the meanings ascribed to them in the Indenture as such meanings may be amended or supplemented with respect to the Debentures by this Supplemental Indenture. In the event of any inconsistency between the meaning given to a term in the Indenture and the meaning given to the same term in this Supplemental Indenture, the meaning given to the term in this Supplemental Indenture shall prevail to the extent of the inconsistency.

1.3 Headings etc.

The division of this Supplemental Indenture into articles, sections, subsections and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless the context otherwise requires, "**this Supplemental Indenture**", "**hereto**", "**hereby**", "**hereunder**", "**hereof**", "**herein**" and similar expressions refer to this Supplemental Indenture and not to any particular article, section, subsection, paragraph or other portion hereof, and include any and every instrument which amends this Supplemental Indenture or is supplemental or ancillary hereto or in implementation hereof.

ARTICLE 2
AMENDMENTS TO INDENTURE

2.1 General

Each of Amalco, Aleafia and the Indenture Trustee acknowledge and agree that, as of the Effective Date, in accordance with Section 6.4(d) of the Indenture, any Debentureholder who exercises that holder's right to convert Debentures into common shares of the Predecessor Corporation shall be entitled to receive, and shall accept in lieu of the number of common shares of the Predecessor Corporation then sought to be acquired by it, the number of common shares of Aleafia that such holder of a Debenture would have been entitled to receive on such amalgamation or arrangement if on the Effective Date thereof the holder had been the registered holder of the number of common shares of the Predecessor Corporation sought to be acquired by it and to which it was entitled to acquire upon the exercise of the conversion right, subject to further adjustment in accordance with the terms of the Indenture.

2.2 Change of Control Amendment and Conversion Price Amendment

(a) Each of Amalco, Aleafia and the Indenture Trustee acknowledge and agree that, pursuant to Sections 12.11(c) and 12.15 of the Indenture, the following amendments are intended to be made to the Indenture:

(i) deleting the definition of "**Change of Control**" in the Indenture and replacing it with the following:

"**Change of Control**" means, other than a transaction completed by plan of arrangement between the Corporation and Aleafia Health Inc., either: (i) the acquisition by any Person or group of Persons acting jointly or in concert of voting control or direction over an aggregate of 50% or more of the outstanding Common Shares or Common Shares and securities convertible into or carrying the right to acquire Common Shares; or (ii) the sale or transfer of all or substantially all of the consolidated assets of the Corporation to a third party, in each case excluding a sale, financing, merger, reorganization, or other similar transaction, if the holders of the outstanding Common Shares immediately prior to the consummation of such transaction will hold at least 50% of the voting securities of such merged, reorganized or continuing entity;

and;

(ii) amending Section 2.4(e) of the Indenture and the form of debenture certificate attached to the Indenture as Schedule “B” such that:

(A) “$2.30” shall be amended to read “$2.00”; and

(B) “434.7826” shall be amended to read “500”.

(b) Each of Amalco, Aleafia and the Indenture Trustee acknowledge and agree that further amendments to the Indenture (including to the form of debenture certificate attached to the Indenture as Schedule “B”) are required to reflect that:

(i) on conversion of Debentures, Debentureholders will receive 0.8377 common shares of Aleafia for every common share of the Predecessor Corporation; and

(ii) correspondingly, the Conversion Price and certain other items (in particular, in relation to the Mandatory Conversion Right) require further adjustment.

2.3 <u>Specific Amendments</u>

The following specific amendments are made to the following provisions of the Indenture:

(a) Section 1.1 of the Indenture is amended by:

(1) Adding the following definition of “**Aleafia**”:

> “**Aleafia**” means Aleafia Health Inc., a corporation existing under the laws of the Province of Ontario;

(2) Deleting the definition of “**Auditors**” and replacing it with the following:

> “**Auditors**” means an independent firm of chartered accountants duly appointed as auditors of the Corporation or Aleafia, as the case may be;

(3) Deleting the definition of “**Canadian Generally Accepted Accounting Principles**” and replacing it with the following:

> “**Canadian Generally Accepted Accounting Principles**” means generally accepted accounting principles as adopted from time to time by the Canadian Accounting Standards Board, and for greater certainty includes International Financial Reporting Standards as and to the extent applicable to the Corporation or Aleafia, as the case may be;

(4) Deleting the definition of “**Change of Control**” and replacing it with the following:

> “**Change of Control**” means, other than a transaction completed by plan of arrangement between the Corporation and Aleafia Health Inc., either: (i) the acquisition by any Person or group of Persons acting jointly or in concert of voting control or direction over an aggregate of 50% or more of the outstanding Common Shares or Common Shares and securities

convertible into or carrying the right to acquire Common Shares; or (ii) the sale or transfer of all or substantially all of the consolidated assets of the Corporation to a third party, in each case excluding a sale, financing, merger, reorganization, or other similar transaction, if the holders of the outstanding Common Shares immediately prior to the consummation of such transaction will hold at least 50% of the voting securities of such merged, reorganized or continuing entity;

(5) Deleting the definition of "**Common Shares**" and replacing it with the following:

"**Common Shares**" means from the date of execution and delivery of this Indenture until the Effective Date, common shares in the capital of the Corporation, as such common shares are constituted on the date of execution and delivery of this Indenture and as of the Effective Date, common shares in the capital of Aleafia, as such common shares are constituted on the Effective Date; provided that in the event of a change or a subdivision, redivision, reduction, combination or consolidation thereof, any reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up, or successive changes, subdivisions, redivisions, reductions, combinations or consolidations, reclassifications, capital reorganizations, consolidations, amalgamations, arrangements, mergers, sales or conveyances or liquidations, dissolutions or windings-up, then, subject to adjustments, if any, having been made in accordance with the provisions of Section 6.4, "Common Shares" shall mean the shares or other securities or property resulting from such change, subdivision, redivision, reduction, combination or consolidation or reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up;

(6) Deleting the definition of "**Corporation**" and replacing it with the following:

"**Corporation**" means from the date of execution and delivery of this Indenture until the Effective Date, Emblem Corp., a corporation existing under the federal laws of Canada, and as of the Effective Date, Emblem Corp., a corporation existing under the federal laws of Canada resulting from the amalgamation of Emblem Corp. and 112088578 Canada Inc., a wholly-owned subsidiary of Aleafia, and includes any Successor to or of the Corporation which shall have complied with the provisions of Article 10;

(7) Deleting the definition of "**Counsel**" and replacing it with the following:

"**Counsel**" means a barrister or solicitor or firm of barristers or solicitors retained or employed by the Indenture Trustee or retained or employed by the Corporation or Aleafia as the case may be, as applicable;

(8) Adding the following definition of "**Effective Date**":

"**Effective Date**" means March 14, 2019;

(9) Deleting the definition of "**trading day**" and replacing it with the following:

"**trading day**" means, with respect to the TSXV or other market for securities on which the securities of Aleafia are listed for trading, any day on which such exchange or market is open for trading or quotation;

(b) Section 1.2 of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "the Corporation or Aleafia, as the case may be".

(c) Section 2.4(e) of the Indenture is deleted and replaced with the following:

Upon and subject to the provisions and conditions of Article 6, the holder of each February 2018 Debenture shall have the right, at such holder's option, at any time prior to 5:00 p.m. (Toronto time) on the last Business Day immediately preceding the maturity date of February 2, 2021 (the "**Time of Expiry**" for the purposes of Article 6 in respect of the February 2018 Debentures), to convert the whole or, in the case of a Debenture of a denomination in excess of $1,000, any part which is $1,000 or an integral multiple thereof, of the principal amount of such Debenture into Common Shares at the Conversion Price, in effect at the Date of Conversion.

The Conversion Price in effect on the date of execution and delivery of this Indenture until the Effective Date for each Common Share to be issued upon the conversion of the February 2018 Debentures shall be equal to $2.30 such that approximately 434.7826 Common Shares shall be issued for each $1,000 principal amount of February 2018 Debentures so converted.

Following the amendment of the Conversion Price from $2.30 to $2.00, the Conversion Price in effect as of the Effective Date for each Common Share to be issued upon the conversion of the February 2018 Debentures shall be equal to $2.3875 (being $2.00/0.8377) such that approximately 418.85 Common Shares (being 500*0.8377) shall be issued for each $1,000 principal amount of February 2018 Debentures so converted.

Except as provided for below, no adjustment will be made for dividends or distributions on Common Shares issuable upon conversion or for interest accrued on February 2018 Debentures surrendered for conversion; however, the holder of a February 2018 Debenture so surrendered for conversion in accordance with Section 6.3 shall be entitled to receive in cash accrued and unpaid interest in respect thereof up to but excluding the Date of Conversion of the February 2018 Debentures. The Conversion Price applicable to the Common Shares, securities or other property receivable on the conversion of the February 2018 Debentures is subject to adjustment pursuant to the provisions of Section 6.4.

(d) The lead in language in Section 2.4(h) of the Indenture is deleted and replaced with the following:

The Corporation shall have the right to convert (the "**Mandatory Conversion Right**") all of the outstanding principal amount of the February 2018 Debentures into Common Shares at the Conversion Price if, from the date of execution and delivery of this Indenture until the Effective Date, the daily volume weighted average trading price of the Common Shares on the TSXV is greater than $3.45 for any 10 consecutive trading days or if, as of the Effective Date, the daily volume weighted average trading price of the Common Shares on the TSXV is greater than $4.12 (being $3.45/0.8377) for any 10 consecutive trading days. The terms and conditions of such obligation are as follows:

(e) Section 2.4(h)(i) of the Indenture is deleted and replaced with the following:

If the Corporation elects to convert the outstanding principal amount of the February 2018 Debentures into Common Shares, the Corporation shall issue a press release announcing the exercise of the Mandatory Conversion Right and the effective date of the conversion (the "**Mandatory Conversion Date**"), which date shall be not less than 30 days from the date of such press release, and provide written notice to the Indenture Trustee of the exercise of the Mandatory Conversion Right (the "**Mandatory Conversion Notice**") setting out: (A) the Mandatory Conversion Date; (B) the Conversion Price then in effect (which is $2.30 from the date of execution and delivery of this Indenture until the Effective Date and $2.3875 as of the Effective Date) (the "**Mandatory Conversion Price**"); and (C) the number of Common Shares to be issued per $1,000 principal amount of February 2018 Debenture.

(f) Section 2.4(h)(iii)(B) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "Aleafia".

(g) Section 2.4(h)(vii) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "Aleafia".

(h) Section 2.4(h)(viii) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "Aleafia".

(i) Section 2.4(h)(x) of the Indenture is deleted and replaced with the following:

If the Corporation exercises the Mandatory Conversion Right and the principal amount of the February 2018 Debentures (or any portion thereof) to which a holder is entitled is subject to withholding taxes, the Indenture Trustee, on the Written Direction of the Corporation but for the account of the holder, shall sell, or cause to be sold through the investment banks, brokers or dealers selected by the Corporation, out of the Common Shares issued by the Corporation or Aleafia, as the case may be, for this purpose, such number of Common Shares that is sufficient to yield net proceeds (after payment of all costs) to cover the amount of taxes required to be withheld or deducted, and the Indenture Trustee shall deduct or withhold such net proceeds and shall remit same on behalf of the Corporation or Aleafia, as the case may be, to the proper tax authorities within the period of time prescribed for this purpose under applicable laws. Any amounts of net proceeds (after payment of all costs) in excess of the amount required to cover applicable tax required by applicable law to be withheld or deducted will be remitted to the applicable Debentureholder.

(j) Section 2.4(h)(xiii) of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "the Corporation and Aleafia".

(k) Sections 2.15(a) and (b) of the Indenture are amended so that as of the Effective Date, all references to “EMBLEM CORP.” in the U.S. Legend set out therein refer to “ALEAFIA HEALTH INC.” and all references to “the Corporation” therein refer to “the Corporation and Aleafia”.

(l) Section 4.6(c)(ii) of the Indenture is amended so that as of the Effective Date, the reference to “the Corporation” refers to “Aleafia”.

(m) Section 4.6(g) of the Indenture is amended so that as of the Effective Date, the reference to “the Corporation” therein refers to “Aleafia”.

(n) Section 4.6(h) of the Indenture is amended so that as of the Effective Date, the reference to “the Corporation” therein refers to “Aleafia”.

(o) Section 4.6(j) of the Indenture is deleted and replaced with the following:

> If the Corporation elects to satisfy its obligation to pay the Redemption Price by issuing Freely Tradeable Common Shares in accordance with this Section 4.6 and if the Redemption Price (or any portion thereof) to which a holder is entitled is subject to withholding taxes and the amount of the cash payment of the Redemption Price, if any, is insufficient to satisfy such withholding taxes, the Indenture Trustee, on the Written Direction of the Corporation but for the account of the holder, shall sell, or cause to be sold through the investment banks, brokers or dealers selected by the Corporation, out of the Common Shares issued by the Corporation or Aleafia, as the case may be, for this purpose, such number of Common Shares that together with the cash payment of the Redemption Price, if any, is sufficient to yield net proceeds (after payment of all costs) to cover the amount of taxes required to be withheld or deducted, and the Indenture Trustee shall deduct or withhold such net proceeds and shall remit same on behalf of the Corporation or Aleafia, as the case may be, to the proper tax authorities within the period of time prescribed for this purpose under applicable laws. Any amounts of net proceeds (after payment of all costs) in excess of the amount required to cover applicable tax required by applicable law to be withheld or deducted will be remitted to the applicable Debentureholder. For greater certainty, the Indenture Trustee will only settle the trade.

(p) Section 4.6(l) of the Indenture is amended so that as of the Effective Date, all references to “the Corporation” therein refer to “the Corporation and Aleafia”.

(q) Section 4.10 of the Indenture is amended so that as of the Effective Date, the first reference to “the Corporation” therein refers to “Aleafia”.

(r) Section 6.3(a) of the Indenture is amended so that as of the Effective Date, the first reference to “the Corporation” therein refers to “Aleafia”.

(s) Section 6.4(a) of the Indenture is amended so that as of the Effective Date, the reference to “the Corporation” therein refers to “Aleafia”.

(t) Section 6.4(b) of the Indenture is amended so that as of the Effective Date: (1) the first reference to “the Corporation” therein refers to “Aleafia”; and (2) the reference to “the Corporation’s stock option plan or existing employment agreements” therein refers to "the Corporation's or Aleafia's stock option plan, other existing equity incentive plans or existing employment agreements, as the case may be".

(u) Section 6.4(c) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "Aleafia".

(v) Section 6.4(d) of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "Aleafia".

(w) Section 6.4(e) of the Indenture is amended so that as of the Effective Date, the first reference to "the Corporation" therein refers to "Aleafia".

(x) Section 6.4(g) of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "Aleafia".

(y) Section 6.4(h) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "the Corporation and Aleafia".

(z) Section 6.4(i) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "Aleafia".

(aa) Section 6.5 of the Indenture is amended so that as of the Effective Date, the first reference to "the Corporation" therein refers to "Aleafia".

(bb) Section 6.6 of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "Aleafia".

(cc) Section 6.8 of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "the Corporation and Aleafia".

(dd) Section 6.9 of the Indenture is deleted and replaced with the following:

> The Corporation and Aleafia covenant with the Indenture Trustee that so long as any Debenture remains outstanding, they will give notice to the Indenture Trustee, and to the Debentureholders in the manner provided in Section 13.2, of Aleafia's intention to fix a record date for any event referred to in Section 6.4(a), 6.4(b) or 6.4(c) (other than the subdivision, redivision, reduction, combination or consolidation of its Common Shares) which may give rise to an adjustment in the Conversion Price, and, in each case, such notice shall specify the particulars of such event and the record date and the effective date for such event; provided that the Corporation and Aleafia shall only be required to specify in such notice such particulars of such event as shall have been fixed and determined on the date on which such notice is given. Such notice shall be given not less than 14 days in each case prior to such applicable record date.

(ee) Section 6.10(c) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "the Corporation or Aleafia, as the case may be".

(ff) Section 6.11 of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "the Corporation and Aleafia".

(gg) Section 7.5 of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "Aleafia".

(hh) Section 7.6 of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "Aleafia".

(ii) Section 7.8(a)(v) of the Indenture is deleted and replaced with the following as of the Effective Date:

provided that Aleafia's securities are listed on a stock exchange, ensure that Aleafia meets all listing requirements for each stock exchange upon which it is listed relating to compliance with applicable law in all jurisdictions in which the Corporation and Aleafia, as the case may be, conducts or maintains, directly or indirectly, its cannabis-related activities and interests;

(jj) Section 8.10 of the Indenture is amended so that as of the Effective Date, all references to "the Corporation" therein refer to "the Corporation or Aleafia, as the case may be".

(kk) Section 9.4 of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "the Corporation or Aleafia, as the case may be".

(ll) Section 9.6(b) of the Indenture is amended so that as of the Effective Date, the first reference to "the Corporation" therein refers to "Aleafia".

(mm) Section 12.11(l) of the Indenture is amended so that as of the Effective Date, the reference to "the Corporation" therein refers to "the Corporation or Aleafia, as the case may be".

(nn) Section 12.12(a) of the Indenture is amended so that as of the Effective Date, the references to "the Corporation and its wholly-owned subsidiaries" and "the Corporation and its subsidiaries" therein refer to "Aleafia, the Corporation and its wholly-owned subsidiaries" and "Aleafia, the Corporation and its subsidiaries", respectively.

(oo) Section 12.15 of the Indenture is amended so that as of the Effective Date, the references to "the Corporation and its subsidiaries" therein refer to "Aleafia, the Corporation and its subsidiaries".

(pp) Section 13.1 of the Indenture is deleted and replaced with the following:

Any notice to the Corporation under the provisions of this Indenture shall be valid and effective if delivered to the Corporation at: 8810 Jane Street, 2nd Floor, Concord, Ontario, Canada, L4K 2M9, Attention: Chief Executive Officer, and a copy delivered to Gowling WLG (Canada) LLP, 1 First Canadian Place, 100 King St. W. Suite 1600, Toronto, Ontario, Canada, M5X 1G5, Attention: Jason A. Saltzman, or if given by registered letter, postage prepaid, to such offices and so addressed and if mailed, shall be deemed to have been effectively given and received (3) days following the mailing thereof. The Corporation shall from time to time notify the Indenture Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Corporation for all purposes of this Indenture.

2.4 Express Assumption of Rights, Duties and Obligations

Amalco covenants, acknowledges and agrees that, as and from the date hereof, it is bound by the provisions of the Indenture and expressly assumes the due and punctual performance and observance of all the covenants and conditions of the Indenture to be performed or observed by the Predecessor Corporation. Aleafia covenants, acknowledges and agrees that, as and from the date hereof, it is bound by the provisions of the Indenture that expressly apply to Aleafia and expressly assumes the due and punctual performance and observance of all the covenants and conditions of the Indenture to be performed or observed by it.

2.5 Guarantee

Aleafia hereby irrevocably and unconditionally guarantees the full and prompt payment and performance of the obligations of the Corporation under the Debentures when and to the extent required by the Corporation. In case of the failure of the Corporation to promptly pay or perform any obligations of the Corporation under the Debentures beyond any applicable notice and cure periods as set forth in the Debentures, and upon written notice by the Indenture Trustee to Aleafia, Aleafia shall promptly pay or cause to be paid and cause to be performed such obligations of the Corporation under the Debentures.

2.6 Form of Debenture

The form of Debenture attached as Schedule “B” to the Indenture is hereby amended and from the date hereof, other than the Form of Assignment and Exhibit 1 attached thereto which remain the same, is the form of Debenture attached to this Supplemental Indenture, and all Debentures issued after the date hereof shall be in such form. All Debentures issued and outstanding shall be deemed to include the amendments as per Schedule “B”.

2.7 Conversion Notice

The Conversion Notice attached to the Debentures is hereby amended and from the date hereof is the Conversion Notice attached to this Supplemental Indenture, and all Debentures issued after the date hereof shall have such Conversion Notice attached thereto in lieu of the Conversion Notice currently annexed to the Debentures.

ARTICLE 3
MISCELLANEOUS

3.1 Acceptance of Trust

The Indenture Trustee accepts the trusts in this Supplemental Indenture and agrees to carry out and discharge the same upon the terms and conditions set out in this Supplemental Indenture and in accordance with the Indenture.

3.2 Confirmation of Indenture

The Indenture as amended and supplemented by this Supplemental Indenture, is hereby confirmed and approved.

3.3 Counterparts

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

3.4 Formal Date

For the purpose of convenience, this Supplemental Indenture may be referred to as bearing the formal date of March 14, 2019 irrespective of the actual date of execution hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture under the hands of their proper signatories in that behalf.

EMBLEM CORP.

By: ______________________________

Name: Benjamin Ferdinand
Title: Secretary, Treasurer

I have authority to bind the company

ALEAFIA HEALTH INC.

By: ______________________________

Name:
Title:

I have authority to bind the company

COMPUTERSHARE TRUST COMPANY OF CANADA

By: ______________________________

Name:
Title:

By: ______________________________

Name:
Title:
I/We have authority to bind the Indenture Trustee

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture under the hands of their proper signatories in that behalf.

EMBLEM CORP.

By: ______________________________

Name:
Title:

I have authority to bind the company

ALEAFIA HEALTH INC.

By: ______________________________

Name: Geoffrey Benic
Title: CEO

I have authority to bind the company

COMPUTERSHARE TRUST COMPANY OF CANADA

By: ______________________________

Name:
Title:

By: ______________________________

Name:
Title:
I/We have authority to bind the Indenture Trustee

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture under the hands of their proper signatories in that behalf.

EMBLEM CORP.

By: ______________________________

Name:
Title:

I have authority to bind the company

ALEAFIA HEALTH INC.

By: ______________________________

Name:
Title:

I have authority to bind the company

COMPUTERSHARE TRUST COMPANY OF CANADA

By: ______________________________

Name: Danny Snider
Title: Corporate Trust Officer

By: ______________________________

Name: Charles Cuschieri
Title: Associate Trust Officer
I/We have authority to bind the Indenture Trustee

Execution Copy

FORM OF DEBENTURE

[THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ALEAFIA HEALTH INC. THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO ALEAFIA HEALTH INC., (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (C) INSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT, (D) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, OR (E) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION, AND, IN THE CASE OF CLAUSES (D) OR (E), AFTER PROVIDING A LEGAL OPINION SATISFACTORY TO ALEAFIA HEALTH INC.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

A NEW CERTIFICATE, BEARING NO LEGEND MAY BE OBTAINED FROM COMPUTERSHARE TRUST COMPANY OF CANADA UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO COMPUTERSHARE TRUST COMPANY OF CANADA AND ALEAFIA HEALTH INC., TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT.]

THIS DEBENTURE IS A GLOBAL DEBENTURE WITHIN THE MEANING OF THE INDENTURE HEREIN REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. THIS DEBENTURE MAY NOT BE TRANSFERRED TO OR EXCHANGED FOR DEBENTURES REGISTERED IN THE NAME OF ANY PERSON OTHER THAN THE DEPOSITORY OR A NOMINEE THEREOF AND NO SUCH TRANSFER MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE. EVERY DEBENTURE AUTHENTICATED AND DELIVERED UPON REGISTRATION OF, TRANSFER OF, OR IN EXCHANGE FOR, OR IN LIEU OF, THIS DEBENTURE SHALL BE A GLOBAL DEBENTURE SUBJECT TO THE FOREGOING, EXCEPT IN SUCH LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS DEBENTURE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO ALEAFIA HEALTH INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO. HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

CUSIP 29082JAB4
ISIN CA29082JAB40

No. […] $ […]

EMBLEM CORP.

(a corporation amalgamated under the Canada Business Corporations Act)

8.00% CONVERTIBLE UNSECURED DEBENTURE

Due February 2, 2021

EMBLEM CORP. (the "**Corporation**") for value received hereby acknowledges itself indebted and, subject to the provisions of the Trust Indenture (the "**Indenture**") dated as of February 2, 2018 between the Corporation and Computershare Trust Company of Canada (the "**Indenture Trustee**"), promises to pay to the registered holder hereof on February 2, 2021 (the "**Maturity Date**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture the principal sum of ______________________________ Dollars ($_______________) in lawful money of Canada on presentation and surrender of this Debenture at the main branch of the Indenture Trustee in Toronto, Ontario in accordance with the terms of the Indenture and to pay interest on the principal amount hereof from the date hereof, or from the last interest payment date to which interest shall have been paid or made available for payment on the outstanding February 2018 Debentures (as hereinafter defined), whichever is later, at the rate of 8.00% per annum, in like money, in arrears in equal semi-annual installments (less any tax required by law to be deducted) on June 30 and December 31 in each year commencing on June 30, 2018 and, should the Corporation at any time make default in the payment of any principal or interest, to pay interest on the amount in default at the same rate, in like money.

Interest hereon shall be payable by electronic funds transfer or by cheque mailed to the registered holder hereof and, subject to the provisions of the Indenture, the electronic funds transfer or mailing of such cheque shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Debenture.

This Debenture is one of the 8.00% Convertible Unsecured Debentures due on the Maturity Date of the Corporation issued or issuable under the provisions of the Indenture (referred to herein as the "**February 2018 Debentures**"). The February 2018 Debentures are limited to an aggregate principal amount of $25,000,000 in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the February 2018 Debentures are or are to be issued and held and the rights and remedies of the holders of the February 2018 Debentures and of the Corporation and of the Indenture Trustee, all to the same effect as if the provisions of the Indenture were herein set forth, to all of which provisions the holder of this February 2018 Debenture by acceptance hereof assents.

The February 2018 Debentures are issuable only in denominations of $1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, February 2018 Debentures of any denomination may be exchanged for an equal aggregate principal amount of February 2018 Debentures in any other authorized denomination or denominations.

The whole, or if this February 2018 Debenture is in a denomination in excess of $1,000, any part of which is $1,000 or an integral multiple thereof, or the principal of this February 2018 Debenture is convertible, at the option of the holder hereof, upon surrender of this February

2018 Debenture at the principal office of the Indenture Trustee in Toronto, Ontario, at any time prior to the close of business on the Business Day immediately preceding the Maturity Date, into common shares in the capital of Aleafia Health Inc. ("**Common Shares**") (without adjustment for interest accrued hereon or for dividends or distributions on Common Shares issuable upon conversion) at a conversion price of $2.3875 per Common Share (the "**Conversion Price**"), being a rate of approximately 418.85 Common Shares for each $1,000 principal amount of the February 2018 Debentures, all subject to the terms and conditions and in the manner set forth in the Indenture. The Indenture makes provision for the adjustment of the Conversion Price in the events therein specified. No fractional Common Shares will be issued on any conversion but in lieu thereof, the Corporation will satisfy such fractional interests by a cash payment equal to the fractional interest which would have been issuable times the Conversion Price (as defined in the Indenture). Holders converting their February 2018 Debentures will receive accrued and unpaid interest thereon.

The Corporation may, on notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to convert the then outstanding principal amount of the February 2018 Debentures into Common Shares at the Conversion Price should the daily volume weighted average trading price of the Common Share on the TSX Venture Exchange be greater than $4.12 for any ten (10) consecutive trading days.

Upon the occurrence of a Change of Control of the Corporation, the Corporation shall make an offer (the "**Change of Control Offer**") to purchase all of the February 2018 Debentures at a price equal to 100% of the principal amount of such February 2018 Debentures plus accrued and unpaid interest (if any) up to, but excluding, the date the February 2018 Debentures are so repurchased (the "Total Offer Price"). If 90% or more of the principal amount of all February 2018 Debentures outstanding on the date the Corporation provides notice of a Change of Control to the Indenture Trustee have been tendered for purchase pursuant to the Change of Control Offer, the Corporation has the right to redeem all the remaining outstanding February 2018 Debentures on the expiration of the Change of Control Offer at the Total Offer Price.

If an Offer, is made and 90% or more of the principal amount of all the outstanding February 2018 Debentures (other than the February 2018 Debentures held by the Offeror) is taken up and paid for by the Offeror, the Offeror will be entitled to acquire the February 2018 Debentures of those holders who did not accept the Offer on the same terms as the Offeror acquired the first 90% of the principal amount of the outstanding February 2018 Debentures.

The indebtedness evidenced by this February 2018 Debenture, and by all other February 2018 Debentures now or hereafter certified and delivered under the Indenture, is a unsecured obligation of the Corporation, and is subordinated in right of payment, to the extent and in the manner provided in the Indenture, to the prior payment of all Senior Indebtedness, whether outstanding at the date of the Indenture or thereafter created, incurred, assumed or guaranteed.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all Debentureholders outstanding thereunder (or in certain circumstances, specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this February 2018 Debenture or the Indenture.

The Indenture contains provisions disclaiming any personal liability on the part of holders of Common Shares or the directors or officers of the Corporation or Aleafia Health Inc., as the case may be, in respect of any obligation or claim arising out of the Indenture or this February 2018 Debenture.

This February 2018 Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in the register to be kept at the principal offices of the Indenture Trustee in Toronto, Ontario and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Indenture Trustee may designate. No transfer of this February 2018 Debenture shall be valid unless made to the register by the registered holder hereof or his, her or its executors or administrators or other legal representatives, or his, hers or its attorney duly appointed by an instrument in form and substance satisfactory to the Indenture Trustee or other registrar, and upon compliance with such reasonable requirements as the Indenture Trustee and/or other registrar may prescribe and upon surrender of this February 2018 Debenture for cancellation.

This February 2018 Debenture shall not become obligatory for any purpose until it shall have been certified by the Indenture Trustee under the Indenture.

This February 2018 Debenture is governed by the Indenture. If any provisions of this February 2018 Debenture are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern. Capitalized words or expressions used in this February 2018 Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

IN WITNESS WHEREOF the Corporation has caused this February 2018 Debenture to be signed by its authorized representative as of __________________, 20___.

EMBLEM CORP.

By: ____________________________
Name:
Title:

TRUSTEE'S CERTIFICATE

This February 2018 Debenture is one of the 8.00% Convertible Unsecured Debentures due February 2, 2021 referred to in the Indenture within mentioned.

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: ____________________________
Name:
Title:

CONVERSION NOTICE

TO: EMBLEM CORP.

COMPUTERSHARE TRUST COMPANY OF CANADA
100 University Avenue, 8th Floor, Toronto, ON M5J 2Y1

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture (as defined below), unless otherwise indicated.

The undersigned registered holder of this February 2018 Debenture irrevocably elects to convert such February 2018 Debentures (or $_________ principal amount thereof*) in accordance with the terms of the Indenture referred to in such February 2018 Debentures and tenders herewith the Debentures, and, if applicable, directs that the common shares of Aleafia Health Inc. ("**Common Shares**") issuable upon a conversion be issued and delivered to the person indicated below. (If the Common Shares are to be issued in the name of a person other than the holder, all requisite transfer taxes must be tendered by the undersigned).

Dated: ___________________________ ________________________________
(Signature of Registered Holder)

* If less than the full principal amount of the February 2018 Debentures, indicate in the space provided the principal amount (which must be $1,000 or integral multiples thereof).

NOTE: If Common Shares are to be issued in the name of a person other than the holder, the signature must be guaranteed by a member of an acceptable Medallion Guarantee Program. The Guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

(Print name in which Common Shares are to be issued, delivered and registered)

Name: ____

____
(Address)

____
(City, Province and Postal Code)

Name of guarantor: ______________________________

Authorized signature: ____________________________