THIS AMENDING AGREEMENT made as of the 10th day of September, 2020 (this "Amending Agreement")

## **BETWEEN:**

ALUMINA PARTNERS (ONTARIO) LTD. a company having an office at c/o Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J2T9

("Alumina")

AND:

**BEE VECTORING TECHNOLOGIES INTERNATIONAL INC.**, a company having an address at 4160 Sladeview Crescent, #7 Mississauga, ON L5L 0A1

## ("**BVT**")

WHEREAS Alumina and BVT are parties to an investment agreement, dated April 23, 2020 (the "Investment Agreement");

AND WHEREAS the Parties desire to amend the Investment Agreement as hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

- 1. Capitalized terms not otherwise defined herein have the meaning given in the Investment Agreement.
- 2. Every instance of "TSX Venture Exchange" in the Agreement and Schedules shall be deleted and replaced with "Canadian Securities Exchange".
- 3. Every instance of "filing of a Price Reservation Form on the Exchange's Form 4A" in the Agreement and Schedules shall be deleted and replaced with "Confidential Price Protection Request"
- 4. Every instance of "Form 4A" in the Agreement and Schedules shall be deleted and replaced with "Confidential Price Protection Request"
- 5. Every instance of "Form 4B" in the Agreement and Schedules shall be deleted and replaced with "Form 9"
- 6. Every instance of "conditional acceptance letter" in the Agreement and Schedules shall be deleted and replaced with "any correspondence from the Exchange"
- 7. This Amending Agreement constitutes the entire agreement among the Parties with respect to the amendments contemplated in this Amending Agreement and except to the extent restated in this Amending Agreement, supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, the purpose of which were to amend the

Investment Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in implementing the amendments contemplated by this Amending Agreement.

- 8. This Amending Agreement becomes effective when executed by all of the Parties. After that time, it is binding upon and enures to the benefit of the Parties and their respective successors and permitted assigns.
- 9. This Amending Agreement shall be governed by, and interpreted in accordance with, the laws of Ontario and of Canada having applicable therein. In the event of any dispute arising from this Agreement, the parties irrevocably attorn and submit to the jurisdiction of the courts of Ontario.
- 10. This Amending Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all counterparts taken together constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties have executed this Amending Agreement effective the date first above written.

## ALUMINA PARTNERS (ONTARIO) LTD.

Per: ADI NAHMANI

"Adi Nahmani"

**Authorized Signatory** 

## BEE VECTORING TECHNOLOGIES INTERNATIONAL INC.

Per:

"Ashish Malik"

**Authorized Signatory**