

AMENDMENT TO LEASE

THIS AGREEMENT (the “**Agreement**”) is made the 24th day of August, 2018.

AMONG:

BEVCANNA ENTERPRISES INC., a British Columbia corporation with a principal place of business at 200 - 1672 West 2nd Avenue, Vancouver, British Columbia, V6J 1H4

(the “**Tenant**”)

AND:

NATURO GROUP INVESTMENTS INC., a British Columbia corporation with a principal place of business at 100 - 1672 West 2nd Avenue, Vancouver, British Columbia, V6J 1H4

(“**Naturo**”)

AND:

MILLER SPRINGS LTD., a British Columbia corporation with a principal place of business at 100 - 1672 West 2nd Avenue, Vancouver, British Columbia, V6J 1H4

(“**Miller Springs**” and together with Naturo, the “**Landlord**”)

WHEREAS:

- A. The Tenant and the Landlord entered into a lease dated June 12, 2018 (the “**Lease**”);
- B. The parties seek to amend the Lease to:
 - (i) add a definition of the term “contaminant”,
 - (ii) add a covenant restricting the Landlord from doing any of the following for the duration of the Term: leasing the Lands, Premises or Building for, or permitting on the Lands, Premises or Building, the processing, manufacturing or bottling of Cannabis beverages or related products by any other person or entity other than the Tenant, without the written consent of the Tenant, which consent may be withheld for any reason,
 - (iii) change the maximum size of an addition to the Building as permitted under Section 4.2 of the Lease from 40,000 square feet to 50,000 square feet,
 - (iv) obligate the Tenant to provide the Landlord with a written estimate of the cost to construct the Addition,

- (v) allow for the payment by the Tenant of the Percentage Rent due under the Lease to be set off by an amount equal to the cost of the Addition as such cost is actually incurred by the Tenant, and
 - (vi) require the Tenant and all persons who the Tenant authorizes to use the Premises under the Lease to first seek the approval of the Landlord to use a contaminant, as defined in the Lease;
- C. Pursuant to Section 11.8 of the Lease, the parties may amend the Lease by mutual written agreement; and
- D. Capitalized terms used herein, including the recitals, and not otherwise defined herein shall have the meaning ascribed to them in the Lease;

NOW THEREFORE THIS AGREEMENT WITNESSES that for \$100 now paid by the Landlord to the Tenant and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by each party, the parties hereto agree as follows:

1. Amendments to Lease

1.1. The Parties hereby agree to make the following amendments to the Lease:

- (a) Section 1.3 of the Lease is hereby amended by inserting the following new definition in the appropriate alphabetical order:

- (g) *“Contaminant” means any (i) pesticide, herbicide, defoliant, fungicide, insecticide, miticide, antimicrobial, vertebrate repellent, synthetically compounded fertilizer, growth regulator or other similar substance, or (ii) substance likely to move into groundwater which may cause harm to groundwater.*

- (b) Addition of the following directly after Section 2.7(c) of the Lease:

- (d) *the Landlord shall not do any of the following for the duration of the Term: lease the Lands, Premises or Building for, or permit on the Lands, Premises or Building, the processing, manufacturing or bottling of Cannabis beverages or related products by any other person or entity other than the Tenant, without the written consent of the Tenant, which consent may be withheld for any reason. For greater certainty, the reference to “related products” does not include the cultivating, growing, and processing of Cannabis plants. It is the intention of the Landlord and the Tenant that the foregoing restrictive covenant shall run with and burden the Lands, Premises and Building throughout the Term including any renewals or extensions thereof. In the event there is a breach of the restrictive covenant set out in this Section 2.8(d), the Landlord acknowledges that the provisions set out in this Section 2.8(d) are reasonable in all respects in order to protect the commercial interests of the Tenant and are in the public interest and in the event any action is commenced by the Tenant to enforce the restrictive covenant set out in this Section 2.8(d) or to exercise any remedies to which it is entitled under this Lease or at law by*

reason of the breach of the restrictive covenant set out in this Section 2.8(d), the Landlord covenants and agrees it will not raise as a defense to any such actions that the restrictive covenant set out in this Section 2.8(d) is in restraint of trade or is void or unenforceable for any other reason.

(c) Addition of the following directly after Section 3.2(c) of the Lease:

(d) *Notwithstanding the obligations of the Tenant to pay the Landlord the Percentage Rent as set out above in Section 3.2(a) and Section 3.2 (b), the Tenant may, with 5 days' written notice to the Landlord prior to any payment period required under Section 3.2 (each, a "Set Off Notice"), set off any amount owed as Percentage Rent (plus applicable GST) to the Landlord against any actual monetary amount paid by the Tenant in connection with the Addition (as hereinafter defined) for the applicable payment period up to the date of the Set Off Notice. Each Set Off Notice shall include an officer's certificate signed by an executive officer of the Tenant certified to be true and correct and in such detail, form, style and scope as the Landlord reasonably requires, showing the amount of the costs of the Addition for the preceding period and attaching copies of all invoices and expenses incurred in connection with the Addition.*

(d) Section 4.2 of the Lease is deleted in its entirety and replaced it with the following:

The Tenant will be entitled to construct, at its cost, an addition (the "Addition") of no more than 50,000 square feet to the Building on that part of the Lands included in the Premises and such addition shall be deemed to be part of the Premises. The Tenant shall be required to provide the Landlord with a written cost estimate (the "Cost Estimate") in connection with the Addition before commencement of any construction of the Addition. The Cost Estimate must be prepared by an independent third party who must be a qualified and licensed contractor. The Cost Estimate shall be subject to the approval of the Landlord, acting reasonably.

(e) Section 4.3 of the Lease is deleted in its entirety and replaced it with the following:

Any improvement work required in order to prepare the Premises for use by the Tenant, which, for greater certainty, includes the construction of the Addition, shall be the sole responsibility of the Tenant, at its cost. The Tenant shall be required to prepare working drawings of its proposed improvement work and obtain the written consent of the Landlord thereto before commencing the Tenant's improvement work, such consent not to be unreasonably withheld. All Tenant's improvement work shall be done at the Tenant's sole cost and expense by qualified and licensed contractors and sub-contractors who shall be subject to the approval of the Landlord, acting reasonably. All such Tenant's improvement work shall be performed in a first class manner in accordance with the provisions of the Lease.

(f) Addition of the following directly after Section 8.1(d) of the Lease:

(e) *Notwithstanding any other provision of this Agreement, the Tenant agrees that the Tenant shall not, and ensure that all persons who the Tenant*

authorizes to use the Premises shall not, use, handle, transport, dispose, store or remove Contaminants on or from Premises, except to the extent specifically pre-approved by the Landlord in writing, and then only in strict compliance with Applicable Laws.

2. General

- 2.1. Except as amended hereby, the Lease continues in full force and effect and the Lease and this Agreement will be read and construed together as one agreement. The parties ratify and affirm the Lease as amended hereby (the “**Amended Lease**”), and agree that the Amended Lease contains the entire understanding of the parties hereto with respect to the subject matter hereof. The Amended Lease supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.
- 2.2. Each Party, upon the request of the other Party, shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents and assurances as may be reasonably necessary or desirable to give effect to the transactions contemplated by the Amended Lease.
- 2.3. The Amended Lease is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable herein, and the parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.
- 2.4. This Agreement is effective as of the day, month and year written on the first page hereof notwithstanding the actual date of execution.
- 2.5. This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (“.pdf”), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

[The remainder of this page has been intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day, month and year first above written.

NATURO GROUP INVESTMENTS INC.

By: ***"Marcello Leone"***

Name: Marcello Leone
Title: Chief Executive Officer, President and Director

BEVCANNA ENTERPRISES INC.

By: ***"John Campbell"***

Name: John Campbell
Title: Chief Financial Officer and Director

MILLER SPRINGS LTD.

By: ***"Martino Ciambrelli"***

Name: Martino Ciambrelli
Title: Authorized Signatory