

## AMENDMENT TO MANUFACTURING AGREEMENT

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

BETWEEN:

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

(“**BevCanna**”)

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**”)

**WHEREAS:**

- A. The Parties entered into a manufacturing agreement dated June 12, 2018 (the “**Manufacturing Agreement**”);
- B. The Parties seek to amend the Manufacturing Agreement to:
  - (i) rectify the name of BevCanna in the Manufacturing Agreement,
  - (ii) extend the period from four (4) years to ten (years) after which either Party may terminate its obligation to purchase or supply Finished Product, by giving written notice to the other Party at least twenty-four (24) months prior to the effective date of such termination as set out in Section 7.2(b) of the Manufacturing Agreement, and
  - (iii) obligate Naturo to notify BevCanna if Naturo receives notice from a debtholder or creditor of the occurrence of an event of default under any debt obligation of Naturo;
- C. Pursuant to Section 10.10 of the Manufacturing Agreement, the Parties may amend the Manufacturing Agreement 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 Manufacturing Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants contained herein, 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 Manufacturing Agreement**

- 1.1. The Parties hereby agree to make the following amendments to the Manufacturing Agreement:

- (a) The first page and page 22 of the Manufacturing Agreement are hereby amended by deleting the name of the party as “BEVCANNA INC.” and replacing it with the following:

*BEVCANNA ENTERPRISES INC.*

- (b) Section 7.2(b) of the Manufacturing Agreement is deleted in its entirety and replaced with the following:

(b) *Termination without Cause.* *Either Party may, at the end of ten (10) years from the Effective Date terminate its obligation to purchase or supply Finished Product, by giving written notice to the other Party at least twenty-four (24) months prior to the effective date of such termination. In the case where Naturo terminates this Agreement pursuant to this Section 7.2(b):*

(i) *BevCanna agrees to use commercially reasonable efforts to locate and qualify an alternative supplier; and*

(ii) *if sixteen (16) months have passed from the date of notice of termination and the technology transfer to the new supplier has not been effected, the Term may be extended by BevCanna for an additional twelve (12) months by the delivery of written notice to Naturo prior to the end of the eighteenth (18) month from the date of notice of termination.*

- (c) Addition of the following directly after Section 10.11 of the Manufacturing Agreement:

**10.12 Notice of Event of Default**

*If Naturo receives notice (a “**Default Event Notice**”) from a debtholder or creditor of the occurrence of an event of default under any debt obligation of Naturo, Naturo shall, within one (1) business day of receipt of such Default Event Notice, provide: (i) a copy of such Default Event Notice to BevCanna, or (ii) if a copy of such Default Event Notice is not available, a written summary of the Default Event Notice.*

**2. General**

- 2.1. Except as amended hereby, the Manufacturing Agreement continues in full force and effect and the Manufacturing Agreement and this Agreement will be read and construed together as one agreement. The parties ratify and affirm the Manufacturing Agreement as amended hereby (the “**Amended Manufacturing Agreement**”), and agree that the Amended Manufacturing Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. The Amended Manufacturing Agreement 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 Manufacturing Agreement.
- 2.3. The Amended Manufacturing Agreement 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"***

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

**BEVCANNA ENTERPRISES INC.**

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

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Name: John Campbell  
Title: Chief Financial Officer and Director