

ASSIGNMENT AND AMENDMENT AGREEMENT TO MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made the 16th day of January, 2019 (the “**Effective Date**”).

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

(“**Bevcanna**”)

AND:

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

(“**Bevcanna OpCo**”)

AND:

JOHN CAMPBELL, an individual having an address at [REDACTED]

(“**Campbell**”)

WHEREAS:

- A. Bevcanna OpCo and Campbell entered into a management services agreement dated June 1, 2018 (the “**Management Agreement**”);
- B. Bevcanna OpCo seeks to assign the Management Agreement and all rights and obligations thereunder to Bevcanna (the “**Assignment**”) and Bevcanna wishes to accept such Assignment on the terms of this Agreement;
- C. Campbell has agreed to acknowledge and consent to the Assignment, on the terms of this Agreement;
- D. Bevcanna and Campbell seek to amend the Management Agreement to:
 - (i) modify the class of shares payable under the Management Agreement to Campbell from Class B common shares of Bevcanna OpCo to common shares of Bevcanna (each, a “**Share**”), and
 - (ii) add a share issuance table in order to specify:
 - i. the number of Shares issuable per month or portion thereof,
 - ii. the applicable deemed price per Share, and

iii. the total fees payable per month or portion thereof; and

E. Capitalized terms used herein, including the recitals, and not otherwise defined herein shall have the meaning ascribed to them in the Management Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, covenants and agreements hereinafter set forth and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by each party), the parties hereto covenant and agree each with the other as follows:

1. **Assignment.** As of the Effective Date, Bevcanna OpCo assigns and transfers to Bevcanna and sets over absolutely and unconditionally to Bevcanna all right, title and interest in and to the Management Agreement, and Bevcanna accepts the Assignment.

2. **Assumption.** As of the Effective Date, Bevcanna agrees and covenants with Campbell to assume, observe, perform and discharge all obligations of Bevcanna OpCo in the Management Agreement and to be bound by and liable under all of the terms of the Management Agreement in the same manner and to the same extent as if Bevcanna was a party to the Management Agreement in place and stead of Bevcanna OpCo.

3. **Consent.** Campbell hereby consents to the Assignment and acknowledges and agrees that Bevcanna has assumed all obligations with respect to the Management Agreement.

4. **Amendments to Management Agreement.**

4.1. Bevcanna and Campbell hereby agree to make the following amendments to the Management Agreement:

(a) Section 2.1 of the Management Agreement is hereby deleted in its entirety and replaced it with the following:

2.1 ***Fees.*** *For services rendered by the Manager pursuant to this Agreement, the Company will pay the Manager a monthly fee of CDN \$10,000 (the "Fee") plus the Goods and Services Tax, to be paid monthly in arrears, half in cash and half in common shares in the capital of the Company (each, a "Share") according to the schedule set out in Section 2.2. Following: (i) an initial public offering by the Company of the Shares or (ii) if the Company is otherwise a party to any type of transaction that results in the Shares, or any successor securities for which the Shares are thereby converted or exchanged being listed on a stock exchange in Canada (each, a "Listing"), the Manager's performance and compensation will be reviewed by the Board of Directors of the Company, considered with respect to market norms and other Company compensation packages, with any adjustments retroactive to the date of Listing. The Board of Directors and the Manager will review the appropriateness of replacing this Agreement with an employment contract following a Listing. The Manager's compensation will be reviewed periodically, at the discretion of the Board of Directors of the Company.*

(b) Addition of the following directly after Section 2.1 of the Management Agreement:

2.2 **Share Issuance Schedule.** The Shares issuable under Section 2.1 of this Agreement will be issued in accordance with the following schedule:

<u>Period</u>	<u>Number of Shares to be issued to Manager</u>	<u>Deemed Price per Share</u>	<u>Total Amount of Fees payable in Shares</u>
June 2018	20,000	\$0.25	\$5,000
July 2018	20,000	\$0.25	\$5,000
August 2018	20,000	\$0.25	\$5,000
September 1 to 12, 2018	8,000	\$0.25	\$2,000
September 13 to 30, 2018	6,000	\$0.50	\$3,000
October 2018	10,000	\$0.50	\$5,000
November 2018	10,000	\$0.50	\$5,000
December 2018	10,000	\$0.50	\$5,000
Any month or portion thereof following December 2018	The number of Shares that is equal to: the quotient obtained by dividing (i) the total amount of Fees payable in Shares for the applicable month or portion thereof by (ii) the Current Share Price.	The current Share price as of the applicable date, as determined by the Company in its sole discretion, acting reasonably (the " Current Share Price ").	\$5,000 per month pro rata

5. **Independent Legal Advice.** Campbell acknowledges and agrees that Clark Wilson LLP has acted as legal counsel to Bevcanna and Bevcanna OpCo only and not to Campbell and that Clark

Wilson LLP has not been engaged to protect the rights and interests of Campbell. Campbell acknowledges and agrees that Bevcanna, Bevcanna OpCo and Clark Wilson LLP have given him adequate opportunity to seek, and have recommended that they seek and obtain, independent legal advice with respect to the subject matter of this Agreement and for the purpose of ensuring his rights and interests are protected. Campbell represents and warrants to Bevcanna, Bevcanna OpCo and Clark Wilson LLP that it has sought independent legal advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal advice.

6. **General**

- 6.1. Except as amended hereby, the Management Agreement continues in full force and effect and the Management Agreement and this Agreement will be read and construed together as one agreement. The parties ratify and affirm the Management Agreement as amended hereby (the "**Amended Management Agreement**"), and agree that the Amended Management Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. The Amended Management Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.
- 6.2. 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 Management Agreement.
- 6.3. The Amended Management 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.
- 6.4. This Agreement is effective as of the day, month and year written on the first page hereof notwithstanding the actual date of execution.
- 6.5. 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.

BEVCANNA ENTERPRISES INC.

By: "Martino Ciambrelli"

Name: Martino Ciambrelli

Title: Director and President

BEVCANNA OPERATING CORP.

By: "Marcello Leone"

Name: Marcello Leone

Title: Director

"John Campbell"

JOHN CAMPBELL