

SECOND AMENDMENT TO LEASE

THIS AGREEMENT (the “**Agreement**”) is made February 14, 2020.

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:

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

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

WHEREAS:

- A. The Tenant and the Landlord entered into a lease dated June 12, 2018, as amended on August 24, 2018 (the “**Lease**”);
- B. The parties seek to further amend the Lease to:
 - (i) increase the area of the Premises (as defined in the Lease) that is available to the Tenant for its Permitted Use (as defined in the Lease), and
 - (ii) increase the consideration that is paid to the Landlord from the Tenant under the Lease in order to give effect to the increased area of the Premises; and
- C. Pursuant to Section 11.8 of the Lease, the parties may amend the Lease by mutual written agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that for 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) Schedule "B" attached to the Lease is hereby deleted in its entirety and replaced with Schedule "A" attached hereto this Agreement;
- (b) Addition of the following directly after Section 3.11 of the Lease, as Section 3.12:

Displacement. *Where the area of the Premises necessary for the Tenant's operations has been expanded and the Tenant has encroached upon the Landlord's ability to use particular parts of the Building and the Lands:*

(a) *the Tenant agrees to pay to the Landlord a displacement payment of \$1,253,400 (the "Displacement Payment"), which shall be paid or satisfied as follows:*

(i) *\$600,000 in cash on or about September 6, 2019; and*

(ii) *\$653,400 in common shares in the capital of the Tenant (each, a "BevCanna Share") at a deemed price of \$0.425 per BevCanna Share, subject to compliance with the policies of the Canadian Securities Exchange and applicable securities laws; and*

(b) *the Landlord agrees that the Tenant's encroachment onto the particular parts of the Building and the Lands added to the area of the Premises pursuant to the Second Amendment Agreement does not constitute a breach of this Lease.*

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 "**Amended Lease**"). The parties ratify and affirm 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. Capitalized terms used herein, including the recitals, and not otherwise defined herein shall have the meaning ascribed to them in the Lease.

- 2.5. This Agreement is effective as of the day, month and year written on the first page hereof notwithstanding the actual date of execution.

- 2.6. 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.]

SCHEDULE "A"
REPLACEMENT SCHEDULE "B" *BUILDING TO LEASE*

IMAGE REDACTED