

SECOND AMENDING AGREEMENT

THIS AGREEMENT (the “**Second Amending Agreement**”) is dated the 15th day of April, 2019.

A M O N G:

SPROTT CAPITAL PARTNERS LP,
(hereinafter referred to as “**Sprott**”)

OF THE FIRST PART;

- and -

PARADIGM CAPITAL INC.,
(hereinafter referred to as “**Paradigm**”)

OF THE SECOND PART;

- and -

AVICANNA INC.,
(hereinafter referred to as “**Avicanna**”)

OF THE THIRD PART.

WHEREAS:

A. Each of Sprott, Paradigm, Interward Asset Management Inc. (“**Interward**”), and Avicanna executed an agency agreement dated as of December 13, 2018 (the “**Agency Agreement**”), with respect to the Offering (as such term is defined in the Agency Agreement).

B. Pursuant to the terms and conditions of the Amending Agreement to the Agency Agreement dated March 13, 2019 (the “**First Amending Agreement**”), the parties thereto agreed to vary certain provisions of the Agency Agreement, including the termination of Interward’s participation in the Offering and the removal of Interward from the Agency Agreement or any further amendment thereto.

C. Pursuant to the terms and conditions of the Agency Agreement, the Agency Agreement may be amended or modified by written instrument only.

D. Each of Sprott, Paradigm, and Avicanna wish to amend the Agency Agreement as set out herein.

NOW THEREFORE this Amending Agreement witnesses that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. As of the date of this Amending Agreement the Agency Agreement is hereby amended as follows:

- (a) The sixth line of the first paragraph on page 1 of the Agency Agreement is amended by deleting “\$16,000,000” and replacing it with “\$22,150,496”.
- (b) The defined term “**Corporate Presentation**” is hereby deleted in its entirety and replaced by the following:

“**Corporate Presentation**” means, (i) the investor presentation of the Corporation dated October 24, 2018 with respect to the First Closing, and (ii) the investor

presentation of the Corporation dated March 2019 with respect to the Second Closing;”

2. The parties hereto confirm that in all other respects, the terms, covenants, and conditions of the Agency Agreement (as amended by the First Amending Agreement) shall remain unchanged and in full force and effect, except as modified by this Second Amending Agreement. It is understood and agreed that all terms and expressions when used in this Second Amending Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Agency Agreement.
3. This Second Amending Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this Second Amending Agreement as of the date first set forth above.

SPROTT CAPITAL PARTNERS LP, by its general partner, **SPROTT CAPITAL PARTNERS GP INC.**

Per: (signed) "*Tim Sorensen*"

Name: Tim Sorensen

Title: Director

PARADIGM CAPITAL INC.

Per: (signed) "*Jason Matheson*"

Name: Jason Matheson

Title: Investment Banking

AVICANNA INC.

Per: (signed) "*Setu Purohit*"

Name: Setu Purohit

Title: President