

AMENDING AGREEMENT

THIS AGREEMENT (the "**Amending Agreement**") is made as of the 5th day of July, 2021.

B E T W E E N:

FORBIDDEN DISTILLERY INC.,

a corporation existing under the laws of British Columbia
(hereinafter referred to as the "**Corporation**")

- and -

SPARTAN ACQUISITION CORP.,

a corporation existing under the laws of British Columbia
(hereinafter referred to as "**Spartan**")

- and -

TSX TRUST COMPANY,

a trust company authorized to carry on business in all
Provinces of Canada (hereinafter referred to as the "**Subscription
Receipt Agent**")

WHEREAS the Corporation, Spartan and the Subscription Receipt Agent are parties to a subscription receipt agreement dated as of February 5, 2021 (the "**Original Subscription Receipt Agreement**") pursuant to which the Corporation issued Subscription Receipts (as defined in the Original Subscription Receipt Agreement) representing the right to receive Underlying Shares and Warrants (each as defined in the Original Subscription Receipt Agreement);

AND WHEREAS the Original Subscription Receipt Agreement provides that the deadline for the satisfaction of the Escrow Release Conditions (as defined in the Original Subscription Receipt Agreement) is 5:00 p.m. (Kelowna time) on the date that is 150 days following the Closing Date (as defined in the Original Subscription Receipt Agreement) (the "**Original Deadline**");

AND WHEREAS certain Escrow Release Conditions, including the receipt by the Corporation of certain regulatory and government approvals or consents required to finalize the Business Combination (as defined in the Original Subscription Receipt Agreement), will not be satisfied prior to the Original Deadline, but are expected to be satisfied no later than 5:00 p.m. (Kelowna time) on or before September 30, 2021 (the "**Extended Deadline**");

AND WHEREAS, in accordance with Article 9 of the Original Subscription Receipt Agreement, the holders of Subscription Receipts, at a meeting duly held for such purpose on July 5, 2021, passed an Extraordinary Resolution pursuant to Section 9.11(1) by which they authorized and approved the extension of the Original Deadline until the Extended Deadline and the consequential amendments to the Original Subscription Receipt Agreement;

AND WHEREAS, in accordance with Section 10.1 of the Original Subscription Receipt Agreement, having obtained the requisite approval of holders of Subscription Receipts, the Corporation, Spartan and the Subscription Receipt Agent are authorized and directed to amend certain provisions of the Original Subscription Receipt Agreement as set out in this Amending Agreement to extend the Original Deadline until the Extended Deadline;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES THAT, in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties covenant and agree as follows:

1. Interpretation

(a) Unless otherwise expressly stated or the context otherwise requires, capitalized terms used but not otherwise defined in this Amending Agreement shall have the respective meanings ascribed to such terms in the Original Subscription Receipt Agreement, as amended by this Amending Agreement.

(b) Unless otherwise expressly stated or the context otherwise requires, all references herein to a "Section" of any agreement other than this Amending Agreement are references to Sections of the Original Subscription Receipt Agreement.

(c) The terms "party" and "the parties" refer to a party or the parties to this Amending Agreement.

(d) The use of headings is for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.

2. Amendment to the Original Subscription Receipt Agreement

Section 1.1 of the Original Subscription Receipt Agreement is hereby amended by deleting the definition of "Escrow Release Deadline" and replacing it with the following:

""Escrow Release Deadline" means 5:00 p.m. (Kelowna time) on August 31, 2021, or, in the discretion of the Corporation, September 30, 2021 in the event that the completion of the Business Combination is delayed due to factors outside of the control of management of the Corporation, in which case the Corporation will provide written notice of same to the Subscription Receipt Holders and the Subscription Receipt Agent;"

3. Confirmation of the Original Subscription Receipt Agreement

Save as expressly amended by this Amending Agreement, all other terms and conditions of the Original Subscription Receipt Agreement remain in full force and effect, unamended. Unless the context otherwise requires, any reference to the Original Subscription Receipt Agreement made in any documents, instruments or notices delivered pursuant to this Amending Agreement or the Original Subscription Receipt Agreement shall be deemed to refer to the Original Subscription Receipt Agreement, as amended by this Amending Agreement (and any further amendments, modifications, supplements, restatements or variations that the parties may mutually agree upon in writing from time to time hereafter).

4. Notices

Any notice or other communication required or permitted to be given by any party to another pursuant to this Amending Agreement shall be in writing and shall be delivered pursuant to Section 12.1 of the Original Subscription Receipt Agreement.

5. Governing Law

(a) This Amending Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable in that province.

(b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Amending Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

6. Counterparts

This Amending Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

[the remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF this Amending Agreement has been executed by the parties as of the date first written above.

FORBIDDEN DISTILLERY INC.

by: (signed) “*Blair Wilson*” _____

C. Blair Wilson
President and Chief
Executive Officer

SPARTAN ACQUISITION CORP.

by: (signed) “*Eugene Hodgson*” _____

Eugene Hodgson
Director

TSX TRUST COMPANY

by: (signed) “*Beatriz Fedozzi*” _____

Beatriz Fedozzi
Corporate Trust Officer

by: (signed) “*Bolanle Oyelade*” _____

Bolanle Oyelade
Corporate Trust Officer