

THIS AMENDMENT dated August 9, 2019 (the “**Amendment**”)

A M O N G:

THE SECOND CUP LTD., a corporation amalgamated under the Laws of the Province of Ontario (“**Second Cup**”)

- and -

SPE FINANCE LLC, a limited liability company formed under the Laws of the State of Delaware (“**SPE**”)

- and -

2118769 ONTARIO INC., a corporation incorporated under the Laws of the Province of Ontario (“**MichaelCo**”)

- and -

2208742 ONTARIO INC., a corporation incorporated under the Laws of the Province of Ontario (“**SimonCo**”)

- and -

2208744 ONTARIO INC., a corporation incorporated under the Laws of the Province of Ontario (“**JacquesCo**”)

- and -

FRUZER INC., a corporation incorporated under the Laws of the Province of Ontario (“**AaronCo**”)

- and -

MICHAEL SERRUYA, solely in his capacity as the Investors’ Representative (the “**Investors’ Representative**”).

WHEREAS:

- A. Second Cup, SPE, MichaelCo, SimonCo, JacquesCo, AaronCo and the Investors’ Representative are parties to that certain Investment Agreement dated July 31, 2017 (the “**Investment Agreement**”).
- B. Unless defined herein, capitalized terms have the meaning ascribed in the Investment Agreement.
- C. The Parties have agreed to amend the Investment Agreement to delete Section 6.1 thereof.

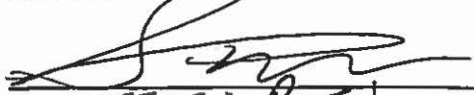
NOW THEREFORE, the Parties hereto agree as follows:

1. **Preamble.** The preamble is an integral part of this Amendment.
2. **Investor Nominees.** Article 6 of the Investment Agreement is hereby amended to delete Section 6.1 in its entirety.
3. **Amendment.** This Amendment constitutes an amendment pursuant to Section 11.4 of the Investment Agreement. Except as amended hereby, the Investment Agreement shall continue in full force and effect, unamended, in accordance with its terms, provisions and conditions as modified by the applicable terms, provisions and conditions of this Amendment.
4. **Representation.** Each Investor (on a several basis as to itself only) represents to Second Cup that none of the Investors is acting jointly and in concert (within the meaning of Applicable Securities Laws) with any other Investor or with SPE.
5. **Governing Law.** This Amendment shall be construed, 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 Ontario and the federal Laws of Canada applicable therein, and each of the Parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in connection with any matter arising out of or in connection with, or otherwise relating to, this Agreement and the transactions contemplated hereby.
6. **Counterparts.** This Amendment may be executed in any number of counterparts (including counterparts by facsimile or PDF email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

THE SECOND CUP LTD.

By: 
Name: STEVEN PELTOU
Title: CEO


By: _____
Name:
Title:

SPE FINANCE ALC

By: 
Name: Simon Serruya
Title: Managing Director

By: _____
Name:
Title:


2118769 ONTARIO INC.

By: 
Name: Michel Serruya
Title: Managing Director

By: _____
Name:
Title:

22087742 ONTARIO INC.

By: _____


Name: Simon Serruya
Title: Managing Director

By: _____

Name:
Title:

2208744 ONTARIO INC.

By: _____

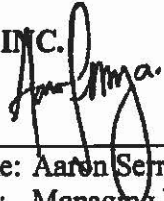

Name: Jack Serruya
Title: Managing Director

By: _____

Name:
Title:

FRUZER INC.

By: _____


Name: Aaron Serruya
Title: Managing Director

By: _____

Name:
Title: