

SECOND LOAN AMENDING AGREEMENT

THIS AMENDING AGREEMENT ("Second Loan Amendment") is made as of November 18, 2019

BETWEEN:

NATIONAL ACCESS CANNABIS CORP. D/B/A META GROWTH (hereinafter referred to as the "**Borrower**")

AND:

OPASKWAYAK CREE NATION (hereinafter referred to as the "**Lender**")

WHEREAS the Borrower and the Lender entered into a loan agreement dated as of December 14, 2018 whereby the Lender agreed to loan \$9,000,000 CDN to the Borrower on certain terms and conditions (the "**Loan Agreement**");

AND WHEREAS the Borrower and the Lender entered into a Loan Amending Agreement dated as of May 24, 2019 whereby the parties agreed to extend the term of the Loan for an additional period of up to 6 months, subject to the terms and conditions contained therein (the "**Loan Amendment**");

AND WHEREAS the Lender executed a side letter dated as of July 23, 2019 whereby it agreed to extend the term of the Loan for a further period of 8.5 months, should the Borrower be unable to secure alternate financing on or before December 14, 2019 (the "**Side Letter**");

AND WHEREAS the parties to the Loan Agreement, Loan Amendment and Side Letter wish to terminate the Side Letter and amend the terms of the Loan Agreement as set forth below;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

1. All capitalized words and section references used herein shall have the meaning given in the Loan Agreement or the Loan Amendment, as applicable.
2. The parties hereby agree to terminate the Side Letter and replace it with this Second Loan Amendment.
3. The definition of "Interest Rate" in the Loan Agreement is hereby deleted and replaced with the following:

"Interest Rate" means 10% per annum up to the Maturity Date, payable in monthly installments of \$75,000.

4. The definition of "Maturity Date" in the Loan Agreement is hereby deleted and replaced with the following:

“Maturity Date” means December 31, 2022.

5. The definition of “Annual Administrative Fee” is hereby added to the Loan Agreement as follows:

“Annual Administrative Fee” means the amount of \$225,000 CDN paid annually by the Borrower to the Lender on each of December 31, 2020, December 31, 2021 and December 31, 2022.”

6. Article 5 of the Loan Agreement is hereby renamed “Scheduled Payments of Principle, Interest and Annual Administrative Fee” and Section 5.03 is hereby added as follows:

“5.03 Annual Administrative Fee


The Borrower shall be obligated to pay the Annual Administrative Fee to the Lender as and when such payments are due.”

7. This Agreement is supplemental to and shall be read with and deemed to be a part of the Loan Agreement and the Loan Amendment. All terms and conditions of the Loan Agreement and Loan Amendment, except as amended hereby, are confirmed and ratified and remain in full force and effect in all respects.


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The parties have executed this Agreement as of the date and year first written above.

**NATIONAL ACCESS CANNABIS CORP. d/b/a
META GROWTH**

By: 
Name: Mark Galiger
Title: CEO

OPASKWAYAK CREE NATION

By: 
Name: Christian Sinclair
Title: Onekanew



OPASKWAYAK CREE NATION

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July 23, 2019

National Access Cannabis Corp.
56 Aberfoyle Cres.
Etobicoke, ON M8X 2W4

Attention: Mark Goliger

Dear Mark:

Re: Cdn \$9,000,000 loan (the "Loan") granted by Opaskwayak Cree Nation ("OCN") in favour of National Access Cannabis Corp. (the "Borrower") pursuant to a loan agreement dated December 14, 2018, as amended by an amending agreement dated May 24, 2019 (collectively, the "OCN Loan Agreement")

In consideration of the covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, OCN and the Borrower hereby mutually agree as follows:

1. The Borrower shall use commercially reasonable efforts to complete a debt or equity financing in the minimum amount of \$10,000,000 (the "Financing") prior to December 14, 2019, being the maturity date of the Loan under the OCN Loan Agreement;
2. In the event that the Borrower does not successfully complete the Financing by December 14, 2019, the term of the Loan shall automatically extend to an amended maturity date of August 1, 2020 at an amended interest rate of 12% per annum, under the same terms and conditions as otherwise contained in the OCN Loan Agreement, provided that on or prior to December 14, 2019, the Borrower has issued warrants to purchase 1,000,000 common shares of the Borrower ("Common Shares") in the name of OCN exercisable for 36 months, or such other period of time as may be required by the TSX Venture Exchange (the "TSXV"), at an exercise price equal to the closing price of the Common Shares on the TSXV on the date before the issuance date, or such other price as may be required by the TSXV.
3. This letter agreement shall be referred to as Side Letter #1 and shall be read in conjunction with and in addition to the OCN Loan Agreement. In the event of an inconsistency between the terms of this Side Letter #1 and the terms of the OCN Loan Agreement, the terms of this Side Letter #1 shall prevail. There will be no further extension to this Loan without the approval of both parties.

We trust the above is satisfactory and would ask that you confirm your agreement to same by executing the acknowledgement below and returning a copy of this letter to the attention of the writer.

Sincerely,

The undersigned hereby acknowledges, agrees and consents to the foregoing this 23rd day of July, 2019.

ONEKANEW CHRISTIAN SINCLAIR
OPASKWAYAK CREE NATION