

AMENDING AGREEMENT

THIS AGREEMENT made as of the 8th day of February, 2024

AMONG:

NEW WAVE HOLDINGS CORP.,

a corporation existing under the laws of British Columbia, having an office at 1060 – 1055 West Hastings Street, Vancouver, British Columbia V6E 2E9

(the “**Purchaser**”)

AND:

LONGEVITY AI INC.,

a corporation existing under the laws of the state of Delaware, having an office at 2 – 2538 Fifth Street, Victoria, British Columbia V8T 4A8

(“**Longevity**”)

-and-

The undersigned common shareholders of Longevity (which shareholders, together, if applicable, with any persons that become shareholders of Longevity prior to Closing, hereinafter collectively referred to as, the “**Shareholders**”, and individually as, a “**Shareholder**”)

WHEREAS:

(A) the parties hereto entered into a share exchange agreement dated effective November 22, 2023 pursuant to which, and subject to the terms thereof, the Purchaser agreed to acquire 50% of the issued and outstanding securities of Longevity from the Shareholders (the “**Share Exchange Agreement**”);

(B) §10.14 of the Share Exchange Agreement provides that such agreement may be amended by an agreement in writing signed by the parties thereto; and

(C) the parties hereto wish to enter into this Amending Agreement in the manner set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. In this Amending Agreement capitalized terms not otherwise defined herein will have the meaning given to them in the Share Exchange Agreement.

2. §2.02 of the Share Exchange Agreement is hereby deleted in its entirety and replaced with the following:

“In consideration for the acquisition of the Purchased Shares, the Purchaser shall issue from treasury to the Shareholders pro rata in proportion to their holdings of Purchased Shares at the Time of Closing, an aggregate of 12,000,003 Common Shares, free and clear of any encumbrances (the “Payment Shares”). To the extent a Longevity Shareholder is to receive a fractional Payment Share, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefore. The Payment Shares are being issued at a deemed value of \$0.05 per Payment Share.”

3. §2.03 of the Share Exchange Agreement is hereby deleted in its entirety and replaced with the following:

“The Purchaser will issue up to 10,000,000 additional Purchaser Shares to the Shareholders pro rata in proportion to their holdings of Purchased Shares at the Time of Closing upon Longevity’s business meeting the milestones set out below:

- 2,000,000 Purchaser Shares upon the launch of Longevity’s application (the “**Application**”) on the Apple App Store;
- 2,000,000 Purchaser Shares upon the launch of the Application on the Google Play Store;
- 2,500,000 Purchaser Shares upon the Application achieving 10,000 users on its platform;
- 1,500,000 Purchaser Shares upon the Application achieving revenue from clinics listed thereon as feature clinics offering Longevity’s services;
- 1,000,000 Purchaser Shares upon the Application achieving 50 clinics which are listed thereon as feature clinics offering Longevity’s services; and
- 1,000,000 Purchaser Shares upon the Application achieving 100 clinics which are listed thereon as feature clinics offering Longevity’s services.”

4. Schedule “A” of the Share Exchange Agreement is hereby deleted in its entirety and replaced with the following:

“SCHEDULE A

Shareholders of Longevity

Name and Address of Shareholder	Total Number of Longevity Shares	Number of Longevity Shares to be Acquired	Number of Payment Shares to be Issued
[Name and address redacted]	1,000	500	480

Name and Address of Shareholder	Total Number of Longevity Shares	Number of Longevity Shares to be Acquired	Number of Payment Shares to be Issued
[Name and address redacted]	1,049,000	524,500	503,520
[Name and address redacted]	2,666,667	1,333,334	1,280,001
[Name and address redacted]	2,666,667	1,333,334	1,280,001
[Name and address redacted]	2,666,666	1,333,334	1,280,001
[Name and address redacted]	1,075,000	537,500	516,000
[Name and address redacted]	1,000,000	500,000	480,000
[Name and address redacted]	150,000	75,000	72,000
[Name and address redacted]	50,000	25,000	24,000
[Name and address redacted]	100,000	50,000	48,000
[Name and address redacted]	100,000	50,000	48,000
[Name and address redacted]	2,295,000	1,147,500	1,101,600
[Name and address redacted]	2,295,000	1,147,500	1,101,600
[Name and address redacted]	2,295,000	1,147,500	1,101,600
[Name and address redacted]	2,295,000	1,147,500	1,101,600
[Name and address redacted]	2,295,000	1,147,500	1,101,600
[Name and address redacted]	2,295,000	1,147,500	1,101,600
[Name and address redacted]	2,000,000	1,000,000	960,000
TOTAL	25,000,000	12,500,002	12,000,003

* Non-Resident Shareholder”

5. The Share Exchange Agreement is, in all other respects, ratified, confirmed and approved.

6. This Amending Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, this Amending Agreement has been executed by the parties hereto on the day and year first above written.

NEW WAVE HOLDINGS CORP.

By: “Robert Birmingham”
Name: Robert Birmingham
Title: CEO

LONGEVITY AI INC.

By: “Chris Abra”
Name: Chris Abra
Title: Director

[Names and Signatures of Longevity Shareholders redacted]