

**AMENDMENT NO. 2 TO
SHARE EXCHANGE AGREEMENT**

THIS AMENDING AGREEMENT is made this 29th day of September, 2020

AMONG:

WOLF'S DEN CAPITAL CORP., a company existing under the laws of British Columbia
(the "**Purchaser**")

AND

DANAVATION TECHNOLOGIES INC., a company existing under the laws of the Province
of Ontario ("**Danavation**")

AND

The shareholders of Danavation listed in Schedule "A" of the Share Exchange Agreement
(as defined below) (collectively referred to as the "**Shareholders**")

WHEREAS:

- A. The Parties entered into a Share Exchange Agreement dated March 30, 2020, as amended on July 30, 2020 (collectively, the "**Share Exchange Agreement**") pursuant to which the Purchaser agreed to acquire all of the issued and outstanding shares of Danavation in exchange for shares in the capital of the Purchaser;
- B. the parties wish to further amend certain terms of the Share Exchange Agreement as hereinafter provided.

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 hereby covenant and agree as follows:

- 1. Terms denoted with initial capital letters and not otherwise defined herein have the meanings assigned to them in the Share Exchange Agreement.
- 2. Section 1.1 of the Share Exchange Agreement is hereby amended as follows:
 - (a) the definition of "**Concurrent Financing**" in Section 1.01 is hereby deleted and replaced by the following:

"Concurrent Financing" means the brokered private placement of Danavation to raise aggregate gross proceeds of up to \$7,000,000 through the issuance of equity securities at a price per equity security to be determined in the context of the market, expected to close concurrently with the Time of Closing;"
- 3. Section 2.02 of the Share Exchange Agreement is hereby amended as follows:
 - (b) Section 2.02 is hereby deleted and replaced by 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, 56,700,000 post-Consolidation Common Shares representing the issued and outstanding Purchased Shares as at the date of this Agreement, such number of Common Shares as is equal to the number of Danavation Shares issued pursuant to the Danavation Private Placement (up to a maximum of 17,600,000 post Consolidation Common Shares), and such number of Common Shares as is equal to the number of Danavation Shares issued pursuant to the conversion of subscription receipts issued in connection with the Concurrent Private Placement (the "**Payment Shares**") to the Shareholders."

4. Subsections 5.01(q) and (s) of the Share Exchange Agreement are hereby amended by removing reference to the Concurrent Financing.

5. Subsection 5.01(bb) of the Share Exchange Agreement is shall be deleted in its entirety and replaced with the following:

"the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on Danavation or the Shareholders;"

6. Subsection 5.03(ff) of the Share Exchange Agreement is shall be deleted in its entirety and replaced with the following:

"other than with respect to the payment to First Canadian Capital Corp. of \$60,000 on execution of this Agreement and the Concurrent Financing, Danavation has not authorized any other person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser or Danavation;"

7. Subsections 6.02(j)-(n) of the Share Exchange Agreement shall be deleted in their entirety and replaced with the following:

(j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares except: pursuant to the Consolidation; or

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares;

(k) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders;

- (l) take all necessary corporate action and proceedings to approve and authorize the Consolidation;
- (m) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Shareholders, in each case, on a basis exempt from the prospectus requirements of Applicable Securities Laws; and
- (n) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Purchaser (including those that are convertible or exchangeable into securities of the Purchaser), other than as contemplated under this Agreement or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of the Purchaser outstanding as of the date hereof.

8. Subsections 6.03(i)-(k) of the Share Exchange Agreement shall be deleted in their entirety and replaced with the following:

- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not;
- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
- (ii) increase or decrease its paid-up capital or purchase or redeem any shares except: (A) pursuant to the Danavation Private Placement; or (B) if applicable, upon the exercise of share purchase warrants or options or conversion of convertible securities of Danavation outstanding as of the date hereof; or
- (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares except: (A) pursuant to the Danavation Private Placement; (B) pursuant to the Concurrent Financing; (C) if applicable, upon the exercise of share purchase warrants or options or conversion of convertible securities of Danavation outstanding as of the date hereof; or (D) the issuance of incentive stock options to directors, officers, employees or consultants of Danavation;
- (j) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser;
- (k) take all necessary corporate action and proceedings to approve and authorize the Concurrent Financing, and the issuance of the securities under the Concurrent Financing; and
- (l) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Danavation (including those that are convertible or exchangeable into securities of Danavation), other than as contemplated under

this Agreement (including the issuance of securities under the Danavation Private Placement and Concurrent Financing) or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of Danavation outstanding as of the date hereof.

9. Except as specifically amended herein, all other terms of the Share Exchange Agreement remain in full force and effect unamended as of the date hereof, and time shall remain of the essence.
10. This Amending Agreement may be executed in any number of counterparts, which taken together shall form one and the same agreement, and may be executed and delivered by electronic mail or facsimile transmission, which shall be binding on the Parties as though originally executed and delivered.

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

WOLF'S DEN CAPITAL CORP.

Per: "Tony De Benedetto"
Name: Tony De Benedetto
Title: Director

DANAVATION TECHNOLOGIES INC.

Per: "John Ricci"
Name: John Ricci
Title: President

K ICCIR HOLDINGS INC.

"John Ricci"
Name: John Ricci
Title: President

SEGROB HOLDINGS INC.

"Frank Borges"
Name: Frank Borges
Title: President

2746410 ONTARIO INC.

"Michael D. Tran"
Name: Michael D. Tran
Title: President

FIRST CANADIAN CAPITAL CORP.

By: "Jason Monaco"
Name: Jason Monaco
Title: President