

**AMENDMENT NO. 3 TO
SHARE EXCHANGE AGREEMENT**

THIS AMENDING AGREEMENT is made this 30th day of November, 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 (the "**SEA**"), as amended by way of an amending agreement dated July 30, 2020 ("**Amending Agreement No. 1**") and as amended by way of an amending agreement dated September 29, 2020 ("**Amending Agreement No. 2**") and collectively with the SEA and the Amending Agreement No. 1, 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 1.01 of the Share Exchange Agreement is hereby amended as follows:
 - (a) the definition of "**Concurrent Financing**" in the Share Exchange Agreement and Amending Agreement No. 2 is hereby deleted and replaced by the following:

"Concurrent Financing" means the brokered private placement of Danavation to raise a minimum aggregate gross proceeds of \$3,000,000, through the issuance of Subscription Receipts of Danavation at a price per Subscription Receipt of \$0.25, expected to close prior to or concurrently with the Time of Closing, whereby each Subscription Receipt will be automatically converted into one (1) Unit upon the satisfaction or waiver of such escrow release conditions as are customary for transactions of this nature;

- (b) the definition of "**Consolidation**" in the Share Exchange Agreement is hereby deleted and replaced by the following:

"**Consolidation**" means the consolidation of the outstanding Common Shares on the basis of one (1) post-consolidation common share of the Purchaser for each thirty (30) outstanding Common Shares which shall occur prior to Closing of the Concurrent Financing;

- (c) the definition of "**Listing**" in the Share Exchange Agreement is hereby deleted and replaced by the following:

"**Listing**" means the listing of the Common Shares (including the Payment Shares and any Common Shares issuable upon exercise of the Resulting Issuer Warrants) and the Resulting Issuer Warrants on the facilities of the CSE;

- (d) the definition of "**Resulting Issuer Warrants**" is hereby inserted as per the following:

"**Resulting Issuer Warrants**" has the meaning set forth in Section 2.02;

- (e) the definition of "**Subscription Receipts**" is hereby inserted as per the following:

"**Subscription Receipts**" means the subscription receipt entitling the holder thereof to receive one (1) Unit upon the satisfaction or waiver of such escrow release conditions as are customary for transactions of this nature;

- (f) the definition of "**Units**" is hereby inserted as per the following:

"**Units**" means a unit of Danavation consisting of one (1) Danavation Share and one-half of one (1) Warrant;

- (g) the definition of "**Warrant**" is hereby inserted as per the following:

"**Warrant**" means a common share purchase warrant entitling the holder thereof to purchase one Danavation Share at a price of \$0.35 per Danavation Share for a period of 24 months from the satisfaction or waiver of such escrow release conditions as are customary for transactions of this nature;

3. Section 2.02 of the Share Exchange Agreement and Amending Agreement No. 2 is hereby amended as follows:

- (a) 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 post-Consolidation 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 post-Consolidation 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 Financing (the "**Payment Shares**") to the Shareholders. Further, in consideration of the Warrants held by Danavation Shareholders following the conversion of the Subscription Receipts in connection with the Concurrent Financing, each Warrant

will be exchanged by the Purchaser for one Common Share purchase warrant on the same terms and conditions as the original Warrants (each, a “**Resulting Issuer Warrant**”);”

4. Section 3.01(d) and 3.02(b) of the Share Exchange Agreement are hereby deleted and replaced by the following:

“the Common Shares (including the Payment Shares and any Common Shares issuable upon exercise of the Resulting Issuer Warrants) and the Resulting Issuer Warrants shall have been conditionally approved for Listing on the CSE, subject to the usual requirements of the CSE in respect of transactions of the nature of the Transaction as contemplated herein;”

5. Section 4.02(a) shall be deleted and replaced with the following:

“share certificates evidencing the Payment Shares and Resulting Issuer Warrants, in both respects registered as directed by the Shareholders (or by Danavation on behalf of the Shareholders), provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the CSE, or otherwise, shall be delivered directly to the Escrow Agent;”

6. Section 4.02(h) shall be deleted and replaced with the following:

“evidence of the conditional approval of the CSE for the completion of the Transaction and the Listing and posting for trading of the Common Shares (including the Payment Shares and any Common Shares issuable upon exercise of the Resulting Issuer Warrants) and the Resulting Issuer Warrants on the CSE;”

7. Section 5.01(e) shall be deleted and replaced with the following:

“the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 181,251,726 Common Shares are issued and outstanding as fully paid and non-assessable, and after the Consolidation 6,041,724 Common Shares will be issued and outstanding as fully paid and non-assessable;”

8. 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.

9. 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.

[Signature pages follow.]

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

WOLF'S DEN CAPITAL CORP.

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

DANAVATION TECHNOLOGIES INC.

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

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 Tran"
Name: Michael Tran
Title: President

FIRST CANADIAN CAPITAL CORP.

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