

AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of the 16th day of January, 2023.

BETWEEN:

BIOCURE TECHNOLOGY INC., a company incorporated pursuant to the laws of the Province of British Columbia and having an office at 300-1055 West Hastings Street, Vancouver, British Columbia V6E 2E9, Canada

(hereinafter called "**Biocure**")

AND:

SANG MOK LEE, an individual having an office address at S212, 11-3 Techno Iro (Gwonpyeong-dong 1337), Yuseong-gu, Daejeon, Korea, 34015

(hereinafter called "**Lee**")

AND:

BIOCUREPHARM CORPORATION, a company incorporated pursuant to the laws of the Republic of Korea and having an office located at S212, 11-3 Techno Iro (Gwonpyeong-dong 1337), Yuseong-gu, Daejeon, Korea, 34015

(hereinafter called "**BPK**")

WHEREAS:

- A. Biocure, Lee and BPK entered into a share purchase agreement dated as of December 16, 2022 (the "**Purchase Agreement**"); and
- B. The Parties wish to amend the Purchase Agreement, on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

1.1 Recitals

Recital B of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"B. Lee proposes to acquire from Biocure, and Biocure has agreed to sell to Lee all legal and beneficial interest in 1,773,879 common shares of BPK and 57,954 preferred shares of BPK held by Biocure (the "**BPK Shares**") in consideration of the Purchase Price (as hereinafter defined), upon and subject to the terms and conditions set forth in this Agreement."

1.2 Definitions

Subsections 1.1(h) and 1.1(r) of the Purchase Agreement are hereby deleted in their entirety and replaced as follows:

"(h) Intentionally deleted."

“(r) **“Intercompany Debt”** means loans in the approximate amount of \$871,800 previously advanced by Biocure to BPK for operating funds”.

1.3 Covenants of Biocure

Section 5.2(b) shall be deleted in its entirety and replaced with the following:

“(b) BPK shall not alter or amend its Constatng Documents as the same exist at the date of this Agreement in any manner that would impact the ability of the Parties to complete the Transaction.”

1.4 Conditions of Lee

Section 6.1(g) of the Purchase Agreement is hereby deleted in its entirety and replaced as follows:

“(g) Intentionally deleted.”

1.5 Conditions of Biocure

Section 6.2(f) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(f) Intercompany Debt. The Intercompany Debt will remain outstanding as a non-interest bearing loan due to Biocure on demand.”

1.6 All Other Terms

Except as expressly amended, varied or modified by this Agreement, the Parties hereby ratify and confirm all of the terms and conditions of the Option Agreement in their entirety.

1.7 Time of the Essence

Time will be of the essence of this Agreement.

1.8 Governing Law and Attornment

This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.9 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties, their respective heirs, successors and permitted assigns.

1.10 Counterparts

This Agreement may be executed in counterparts and may be executed by facsimile or other electronic means, and each of such counterparts shall be deemed an original, and all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow.]

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

BIOCURE TECHNOLOGY INC.

Per: "Signed"

Authorized Signatory

BIOCUREPHARM CORPORATION

Per: "Signed"

Authorized Signatory

Signed by **SANG MOK LEE** in the presence of:)

_____)

Name

_____)

Address

_____)

Occupation

"Signed"

SANG MOK LEE