

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (“**Amending Agreement**”) is dated effective as of October 14, 2022 between Veg Essentials LLC (“**Veg**”), Veji Holdings Ltd. (“**Veji**”), PlantX Lifestyle USA Inc., (the “**Buyer**”) and PlantX Life Inc. (“**PlantX**” and collectively with Veg, Veji and the Buyer, the “**Parties**”).

RECITALS:

- A. The Parties entered into an asset purchase agreement dated September 18, 2022 (the “**Agreement**”); and
- B. the Parties wish to amend the Purchase Price in the Agreement on the terms and subject to the conditions set forth in this Amending Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **Defined Terms.** All capitalized terms used herein which are not otherwise defined herein will have the respective meanings ascribed thereto in the Agreement.
- 2. **Amendments.**
 - a. The Agreement is hereby amended by deleting the number “\$900,000” in the definition of “Purchase Price” in Section 3.1 and replacing it with the number “\$893,000”.
 - b. The Agreement is hereby amended by deleting the number “\$150,000” in the definition of “Closing Cash Amount” in Section 3.1 and replacing it with the number “\$143,000”.
- 3. **Effect of Amendment.** Except as set forth in Section 2 of this Amending Agreement, the Agreement will remain in full force and effect without any further changes or modifications. From the date hereof, the Agreement and this Amending Agreement will be read together to the extent reasonably possible as though all of the terms of both documents were contained in one instrument.
- 4. **Enurement.** This Amending Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5. **Governing law.** This Amending Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and any applicable federal laws of Canada.
- 6. **Counterparts.** This Amending Agreement may be executed and delivered by the Parties in one or more counterparts and by facsimile or other electronic means, and each such counterpart so executed and delivered will be an original, and all such counterparts will together constitute one and the same instrument.

[Remainder of Page is Intentionally Left Blank]

Each of the Parties have executed and delivered this Amending Agreement, as of the date noted at the beginning of this Amending Agreement.

VEG ESSENTIALS LLC

Per: s / "Kory Zelickson"
Name: Kory Zelickson
Title: Director

VEJI HOLDINGS LTD.

Per: s / "Kory Zelickson"
Name: Kory Zelickson
Title: Chief Executive Officer

PLANTX LIFESTYLE USA INC.

Per: s / "Lorne Rapkin"
Name: Lorne Rapkin
Title: Manager

PLANTX LIFE INC.

Per: s / "Lorne Rapkin"
Name: Lorne Rapkin
Title: Chief Executive Officer