

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this “**Agreement**”) is dated for reference the 24th day of May, 2023.

AMONG:

PLASCRED INC., an entity incorporated under the laws of Alberta and having an address at Unit #2 9815 48th Street SE, Calgary, Alberta, T2C 2R1

(the “**Target**”)

AND:

EACH OF THE SHAREHOLDERS OF THE TARGET, who have executed Schedule A to the SEA (as defined herein)

(each, a “**Target Shareholder**” and, collectively, the “**Target Shareholders**”)

AND:

COVER TECHNOLOGIES INC., a company incorporated under the laws of British Columbia and having an address at 810 - 789 West Pender Street, Vancouver, British Columbia, V6C 1H2

(the “**Purchaser**”)

WHEREAS:

A. The Purchaser, the Target and the Target Shareholders entered into a Second Amended and Restated Securities Exchange Agreement made effective as of March 1, 2023 (the “**SEA**”), whereby the Purchaser agreed to acquire all of the issued and outstanding common shares of the Target in exchange for the pro rata issuance of an aggregate of 35,000,000 common shares in the capital of the Purchaser; and

B. The Purchaser, the Target and the Target Shareholders wish to enter into this Agreement to amend certain provisions in the SEA.

PART 1 INTERPRETATION

1.1 Unless otherwise defined herein, all capitalized terms used in this Agreement will have the meanings ascribed to them in the SEA.

**PART 2
AMENDMENTS**

2.1 The SEA be and is hereby amended by deleting, in its entirety, the definition of "Adelaide Capital Markets Inc." from Section 1.1.

2.2 The SEA be and is hereby amended by deleting, in its entirety, Section 2.4 and replacing it with:

"Each Target Shareholder acknowledges and agrees that the Consideration Shares issued to such Target Shareholder may be subject to the escrow provisions imposed by the policies of the CSE. In the event that the CSE requires a Target Shareholder to enter an escrow agreement, such Target Shareholder agrees that, at the Closing, the certificates representing the Consideration Shares, and executed stock powers in favour of the Purchaser with respect thereto, will be delivered to an escrow agent to be agreed to by the Target and the Purchaser (the "**Escrow Agent**"), each acting reasonably, and held in escrow by such escrow agent pursuant to the terms and conditions of an escrow agreement (the "**Escrow Agreement**") in the form required by National Policy 46-201 - *Escrow for Initial Public Offerings*, to be executed by each Related Person of the Resulting Issuer as at the Closing Date, prior to the Closing. In addition to the foregoing:

(a) all Consideration Shares shall be subject to a voluntary escrow agreement (the "**Voluntary Escrow Agreement**") with the Purchaser providing for release of the Consideration Shares as follows:

- (i) 20% of the Consideration Shares on the date that is six (6) months after the Listing Date; and
- (ii) 20% of the Consideration Shares every six (6) months thereafter."

2.3 The SEA be and is hereby amended by deleting, in its entirety, Section 7.1(i) of the SEA and replacing it with:

"within five (5) Business Days of the Listing Conditional Approval having been obtained and as at the Closing, the Purchaser having cash on hand of at least \$1,450,000 (being the cash balance held by the Purchaser less its Liabilities on such date but excluding an aggregate of up to \$200,000 in such Liabilities, which Liabilities were incurred by the Purchaser in the ordinary course of business or incurred in connection with the negotiation and consummation of the transactions contemplated herein);"

2.4 The SEA be and is hereby amended by deleting, in its entirety, Section 9.12.

**PART 3
GENERAL**

- 3.1 Except as amended by this Agreement, the parties agree that the SEA continues to be binding, unchanged, and in full force and effect. Upon execution of this Agreement by each of the parties, the SEA and this Agreement will be read and construed as one agreement (together, the "**Amended Agreement**"). The Amended Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and the SEA and cancels and supersedes any prior understandings, agreements, negotiations and discussions, whether written or oral, among the parties.
- 3.2 This Agreement has been and will be deemed to be made in British Columbia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia and the federal laws of Canada applicable therein.
- 3.3 Time will be of the essence in this Agreement and every part of it.
- 3.4 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument and delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

COVER TECHNOLOGIES INC.

Per: "Dorian Banks"
Name: Dorian Banks
Title: CEO

PLASCRED INC.

Per: "Troy Lupul"
Name: Troy Lupul
Title: President/CEO

"Troy Lupul"

TROY LUPUL

KAIZEN ENERGY INC.

Per: "Adrian Dodds"
Name: Adrian Dodds
Title: Principle