

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the “**Agreement**”) is made as of the 24th day of October, 2024.

AMONG:

MOJAVE BRANDS INC., a company existing under the laws of British Columbia

(the “**Acquiror**”)

AND:

LIGHT AI INC., a company existing under the laws of British Columbia

(“**Light AI**”)

AND:

LAI SPV CORP., a company existing under the laws of British Columbia

(“**Finco**”)

WHEREAS pursuant to the terms of the business combination agreement dated June 19, 2024 (the “**Business Combination Agreement**”) as amended on September 9, 2024 and extended on October 8, 2024, the Acquiror, Light AI and Finco have agreed to combine the business and assets of Light AI and Finco with those of Acquiror on the terms and conditions set forth in the Business Combination Agreement;

AND WHEREAS the Parties desire to amend the Business Combination Agreement as set forth in this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 1.1 (47) shall be deleted in its entirety and replaced with the following:

“1.1 (47) **“Existing Finco Options”** means 600,000 Finco Options exercisable at \$0.10 until 24 months from the Effective Date, 755,000 Finco Options exercisable at \$0.25 until 24 months from the Effective Date, and 700,000 Finco Options exercisable at \$0.35 until 24 months from the Effective Date;”

2. Section 1.1(87) shall be deleted in its entirety and replaced with the following:

“1.1(87) **“Loan Agreements”** means, collectively, (a) the loan agreement between Light AI and Finco dated February 29, 2024 whereby Finco advanced \$1,400,000 to Light AI; (b) the loan agreement between Light AI and Finco dated March 19, 2024 whereby Finco advanced \$1,300,000 to Light AI; (c) the loan agreement between Light AI and Finco dated June 21, 2024 whereby Finco advanced \$300,000 to Light AI; (d) the loan agreement between Light AI and Finco dated June 28, 2024 whereby Finco advanced \$285,000 to Light AI; (e) the loan agreement between Light AI and

Finco dated July 21, 2024 whereby Finco advanced \$410,000 to Light AI; (f) the loan agreement between Light AI and Finco dated August 29, 2024 whereby Finco advanced \$410,000 to Light AI; (g) the loan agreement between Light AI and Finco dated September 23, 2024 whereby Finco advanced \$410,000; and (h) such other loan agreements that Finco and Light AI may enter into whereby Finco may advance up to \$1,000,000 to Light AI;”

3. Section 3.2(dd) shall be deleted in its entirety and replaced with the following:

“(dd) Liabilities of Acquiror. Other than the loan of \$25,000 from Finco pursuant to the promissory note dated April 23, 2024, the loan of \$50,000 from Finco pursuant to the promissory note dated June 26, 2024, the loan of \$71,000 from Finco pursuant to the promissory note dated October 24, 2024, or as disclosed in Acquiror Financial Statements, the Acquiror is not party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument.”

4. Section 4.1 (b)(iii) shall be deleted in its entirety and replaced with the following:

“(iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares other than in connection with the exercise or conversion, as applicable, of the Existing Acquiror Warrants, Existing Finco Warrants, Existing Finco Options, Existing Finco Debentures, Existing Light AI Debentures, Existing Light AI Warrants or Existing Light AI Options, the Loan Agreements, in connection with the issuance of up to 7,237,712 Finco Shares at \$0.35 per Finco Share, in connection with the issuance of up to 2,000,000 Finco Shares at \$0.10 per Finco Share, or in connection with any other agreement to be entered into by the Parties prior to the Effective Date or as contemplated by this Agreement;”

5. The Business Combination Agreement and this Agreement shall together constitute and be read as one and the same written instrument. Except as otherwise amended by the foregoing, the provisions of the Business Combination Agreement (including any future payments) shall be and continue in full force and effect and are hereby confirmed as of the date hereof.
6. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
7. This Agreement may be executed in several counterparts (by original or facsimile or e-mail transmitted signature), each of which when so executed shall be deemed to be an original and all counterparts, if executed by each of the Parties, shall constitute a valid and enforceable agreement among the Parties.
8. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of laws rules.

[Signature Page Follows]

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

MOJAVE BRANDS INC.

per: "Robert (Bobby) Dubeau"
Robert (Bobby) Dubeau

LIGHT AI INC.

per: "Peter Whitehead"
Peter Whitehead

LAI SPV CORP.

per: "Darren Tindale"
Darren Tindale