

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the “**Amending Agreement**”) is dated as of February 22, 2022 (the “**Amendment Effective Date**”) among: (i) PeakBirch Logic Inc. (“**PeakBirch**”); (ii) Greenlite Crowdfunding Corp. (“**Greenlite**” or the “**Company**”); and (iii) the registered holders (collectively, the “**Vendors**”) of all of the issued and outstanding common shares in the capital of Greenlite (the “**Purchased Shares**”).

WHEREAS PeakBirch, Greenlite and the Vendors (collectively, the “**Parties**”) have entered into a share exchange agreement dated as of October 28, 2021 (the “**Share Exchange Agreement**”), pursuant to which PeakBirch has agreed to acquire all of the Purchased Shares from the Vendors in exchange for an aggregate of 36,000,000 common shares in the capital of PeakBirch (the “**PeakBirch Shares**”), upon the terms and conditions set forth therein;

AND WHEREAS pursuant to Section 12.4 of the Share Exchange Agreement, any amendment to the Share Exchange Agreement must be agreed to in writing and signed by an authorized representative of each Party;

AND WHEREAS the Parties wish to amend the Share Exchange Agreement pursuant to the terms and conditions of this Amending Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration (the receipt and adequacy of which are hereby acknowledged by each of the Parties), and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

Subject to Section 2.1, for the purposes of this Amending Agreement, any and all words and phrases which are written with an initial capital letter but are not defined herein shall have the meanings assigned to them in the Share Exchange Agreement.

ARTICLE 2 AMENDMENTS

2.1 Amendments to the Share Exchange Agreement.

- (a) The definition of “Consolidation” at Section 1.1 of the Share Exchange Agreement is hereby deleted and replaced in its entirety with the following:

“**Consolidation**” means the consolidation of the PeakBirch Shares on the basis of 3.3 pre-consolidation PeakBirch Shares for each post-consolidation PeakBirch Share, or such other ratio as may be necessary such that following the product of the consolidation ratio and the trading price of the PeakBirch Shares on the CSE on the last trading day prior to the consolidation is equal to \$0.05;”

- (b) Section 2.2 of the Share Exchange Agreement is hereby deleted and replaced in its entirety with the following:

“In consideration for the acquisition of the Purchased Shares, PeakBirch shall, at the Closing Time, issue from treasury to the Vendors an aggregate of 27,272,727 PeakBirch Shares (on a post-Consolidation basis) free and clear of any and all Liens (the “**Payment Shares**”), as set out in Annex 2. The Payment Shares are being issued at a deemed value of CAD\$0.05 per Payment Share for a total valuation of CAD\$1,363,636.”

- (c) Annex 2 of the Share Exchange Agreement is hereby deleted and replaced in its entirety with Schedule 1 hereto.

2.2 **Ratification.**

The Parties hereby agree that all of the other terms and conditions of the Share Exchange Agreement not amended by this Amending Agreement are expressly re-approved, re-adopted, ratified and confirmed.

ARTICLE 3 GENERAL

3.1 **No Other Modifications.**

Except as modified by the provisions of this Amending Agreement, the Share Exchange Agreement shall remain unmodified, unchanged and in full force and effect. This amendment does not modify or limit any liability of any party or former party to the Share Exchange Agreement that arose prior to the Amendment Effective Date.

3.2 **Governing Law.**

This Amending Agreement and all disputes and controversies relating to or arising out of this Amending Agreement are governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each signatory to this Amending Agreement irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

3.3 **Counterparts.**

This Amending Agreement may be executed and delivered (including by facsimile, “pdf” or other electronic transmission) in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

3.4 **Entire Agreement.**

The Share Exchange Agreement, as amended by this Amending Agreement, (including the Annexes and the Exhibits referred to herein and therein and which form part hereof and thereof), contains the complete agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, whether written or oral, with respect to the subject matter hereof and thereof. The Share Exchange Agreement, as amended by this Amending Agreement, may not be

contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten or oral agreements between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Amending Agreement to be duly executed and delivered as of the date first written above.

PEAKBIRCH LOGIC INC.

By: (Signed) "Marc Mulvaney"
Name: Marc Mulvaney
Title: Chief Executive Officer

GREENLITE CROWDFUNDING CORP.

By: (Signed) "Jatinder Dhaliwal"
Name: Jatinder Dhaliwal
Title: President

SIGNED AND DELIVERED in the presence of:)
)
)
(Signed) "Alice Perez"
Witness: Alice Perez)

(Signed) "Jatinder Dhaliwal"
JATINDER DHALI WAL

TURRIS INVESTMENT INC.

By: (Signed) "Von Torres"
Name: Von Torres
Title: President

MERCANTILE HOLDINGS INC.

By: (Signed) "Wilson Su"
Name: Wilson Su
Title: Director

SIGNED AND DELIVERED in the presence of:))
))
)

(Signed) "Alice Perez"
Witness: Alice Perez))

(Signed) "Nicole Jonzon"
NICOLE JONZON

1284368 BC LTD.

By: (Signed) "Aviar Dhaliwal"
Name: Aviar Dhaliwal
Title: Director

Schedule 1 to the Amending Agreement

**Annex 2
Payment Shares**

No.	Name	Address	No. of PeakBirch Shares
1.	Jatinder Dhaliwal	<i>Redacted for Privacy</i>	6,327,692
2.	Turris Investment Inc.	<i>Redacted for Privacy</i>	5,454,436
3.	Mercantile Holdings Inc.	<i>Redacted for Privacy</i>	5,454,436
4.	Nicole Jonzon	<i>Redacted for Privacy</i>	5,454,436
5.	1284368 BC Ltd.	<i>Redacted for Privacy</i>	4,581,727
		TOTAL	27,272,727