

## AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (“**Amending Agreement**”) is dated effective as of September 13, 2022 between Glorious Creation Limited (the “**Purchaser**”) and Aeroponics Integrated Systems, Inc. (“**AeroBloom**”).

### RECITALS:

- A. the parties entered into a share exchange agreement dated May 3, 2022 (the “**Agreement**”);
- B. there have been certain changes to the nature and structure of the Transaction, including with respect to the equity financings conducted or to be conducted by the respective parties; and
- C. the parties wish to amend the Agreement to reflect such changes 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.** The Agreement is hereby amended as follows:
  - (a) in Section 1.01:
    - (i) by deleting the definition for “**Bridge Financing**” in its entirety and replacing it with the following:

“**AeroBloom Financing**” means a financing of up to approximately 13,513,513 AeroBloom Shares at a price of US\$0.37 per AeroBloom Share pursuant to Regulation Crowdfunding promulgated under the U.S. Securities Act for gross proceeds of up to US\$5,000,000;”;
    - (ii) by deleting each reference to “**Bridge Financing**” in the Agreement and replacing it with “**AeroBloom Financing**”;
    - (iii) by deleting the definition for “**Common Shares**” in its entirety and replacing it with the following:

“**Common Shares**” means, collectively, the non-compressed and compressed voting shares in the capital of the Purchaser;”;
    - (iv) by deleting the following definitions in their entirety: “**Concurrent Financing**”; “**Escrow Release Conditions**”; “**Financing Securities**”; “**Financing Shares**”; “**Subscription Receipt**”;

- (v) by deleting the definition for “**Escrowed Proceeds**” in its entirety and replacing it with the following:

“**Escrowed Proceeds**” has the meaning set forth in Section 7.03 of this Agreement;”;

- (vi) by deleting the date “September 30, 2022” in the definition of “**Outside Date**” and replacing it with the date “July 31, 2023”;

- (vii) by adding the following as new defined terms in proper alphabetical order:

“**Escrow Agent**” has the meaning set forth in Section 7.03 of this Agreement;

“**Purchaser Financing**” means the non-brokered private placement completed by the Purchaser on August 23, 2022 pursuant to which the Purchaser issued 4,225,818 Common Shares at a price of \$0.25 per Common Share for aggregate gross proceeds of \$1,056,454.50;”;

“**Termination Fee**” has the meaning set forth in Section 9.04 of this Agreement;” and

“**Termination Fee Event**” has the meaning set forth in Section 9.04 of this Agreement;”;

- (b) by deleting Section 2.02 in its entirety and replacing it with the following:

**2.02 Consideration for Purchased Shares**

In consideration for the acquisition of the AeroBloom Shares (including the acquisition of AeroBloom Shares issued pursuant to the Aerobloom Financing), the Purchaser shall issue from treasury to the Shareholders pro rata to their respective holdings of AeroBloom Shares at the Time of Closing, as set forth in Schedule “A”, such number of non-compressed or compressed Common Shares, as applicable, necessary to maintain “foreign private issuer” status as defined in Rule 405 under the U.S. Securities Act as is equal to the Canadian dollar equivalent of US\$16,155,344, at a price per Common Share equal to the Canadian dollar equivalent of the AeroBloom Financing price per share calculated at the Time of Closing (the “**Payment Shares**”). The Payment Shares shall be free and clear of any liens.

The Payment Shares shall be issued to the Shareholders on Closing by way of a direct registration system statement in the name of the respective Shareholders.”;

- (c) by deleting “may” after “AeroBloom” in Section 3.01 and replacing it with “shall”;

- (d) by deleting Section 3.02 in its entirety and replacing it with the following:

**“3.02 Purchaser Financing**

The Purchaser and AeroBloom acknowledge and agree that the Purchaser completed a non-brokered private placement on August 23, 2022 pursuant to which the Purchaser issued 4,225,818 Common Shares at a price of \$0.25 per Common Share for aggregate gross proceeds of \$1,056,454.50 (the “**Purchaser Financing**”);”;

- (e) by deleting Section 4.01(a) in its entirety;
- (f) by deleting the following in Section 4.02(a): “, if AeroBloom elects to conduct the Bridge Financing;”
- (g) by adding the following as a new paragraph at the end of Section 7.04:

“Each of the parties acknowledges and agrees that the Transaction may need to be restructured from an exchange of shares between the Purchaser and the Shareholders to a three-cornered amalgamation or other form of business combination depending on the capital structure of AeroBloom resulting upon completion of the AeroBloom Financing and the implications of such capital structure in connection with Closing the Transaction as contemplated. Each of the parties covenants and agrees to cooperate with each of the other parties hereto in good faith in order to amend this Agreement and/or enter into such new agreements as may be reasonably necessary to ensure the Transaction is structured in a mutually beneficial and efficient way, having regard to tax, securities, corporate law and other advice from the representatives of the parties.”

- (h) by adding the following as Section 7.03(j):

“AeroBloom further covenants and agrees with the Purchaser that AeroBloom will enter into an escrow agreement with the Purchaser and an escrow agent mutually agreed upon between the Purchaser and AeroBloom no later than October 3, 2022 (the “**Escrow Agent**”), pursuant to which AeroBloom will deliver an aggregate of US\$1,400,000 (the “**Escrowed Proceeds**”) of the proceeds from the AeroBloom Financing to the Escrow Agent to be held by such Escrow Agent until the earlier of Closing or termination of this Agreement, at which point the Escrowed Proceeds shall be delivered to AeroBloom, except that in the event of termination by the Purchaser pursuant to a Termination Fee Event, an amount equal to the Termination Fee shall be delivered to the Purchaser out of the Escrowed Proceeds in accordance with Section 9.04 and the remainder shall be delivered to AeroBloom. AeroBloom will deliver the Escrowed Proceeds to the Escrow Agent within five Business Days after closing the AeroBloom Financing, or, if the AeroBloom Financing is completed in multiple tranches, then AeroBloom will deliver to the Escrow Agent within five Business Days after the closing of each tranche, 40% of the proceeds from such tranche until AeroBloom has delivered an aggregate of US\$1,400,000 to the Escrow Agent.”

- (i) by adding the following as a new Section 9.04:

**“9.04 Termination Fee”**

Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if (i) Aerobloom is in breach of its obligations under Section 7.03(j), or (ii) Purchaser terminates this Agreement pursuant to Section 9.01(c) (the “**Termination Fee Event**”), AeroBloom shall pay to the Purchaser a fee of US\$1,000,000 (the “**Termination Fee**”), which in the case of Section 9.04(ii) the Termination Fee shall be satisfied by the Escrowed Proceeds.

- (a) AeroBloom acknowledges that the agreements contained in this Section 9.04 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Purchaser would not enter into this Agreement, and that the amounts set out in this Section 9.04 represent liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, which the Purchaser will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and is not a penalty. AeroBloom irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive in respect of the payment of the Termination Fee.
- (b) The payment of the Termination Fee pursuant to this Section 9.04 is the sole monetary remedy as a result of the occurrence of any of the events referred to in this Section 9.04. Subject to the immediately preceding sentence, nothing in this Agreement shall preclude the Purchaser from seeking and being awarded damages in respect of losses incurred or suffered by the Purchaser as a result of any breach of this Agreement by AeroBloom, seeking and obtaining injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or otherwise, or seeking and being awarded specific performance of any of such covenants or agreements, without the necessity of posting a bond or security in connection therewith.”
- (j) Schedule “A” is deleted in its entirety and replaced with the Schedule “A” attached hereto as Exhibit 1;
- 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.

**GLORIOUS CREATION LIMITED**

Per: /signed "Liam Corcoran"  
Liam Corcoran, Chief Executive Officer

**AEROPONICS INTEGRATED SYSTEMS INC.**

Per: /signed "Darren Walz"  
Darren Walz, Chief Executive Officer

**EXHIBIT 1**

**Schedule A**

**List of AeroBloom Shareholders**

<u>Shareholder</u>	<u>AeroBloom Shares</u>	<u>Equity</u>
<i>[Redacted: personal contact information]</i>	<i>[Redacted: commercially sensitive information]</i>	<i>[Redacted: commercially sensitive information]</i>
Total Issued and Outstanding	<b>32,486,659</b>	

**Notes:**

*[Redacted: commercially sensitive information]*