

AMENDING AGREEMENT

This amending agreement (the “**Agreement**”) is made as of the 10th day of October, 2024.

AMONG:

CAPTIVA VERDE WELLNESS CORP., a corporation formed under the laws of British Columbia (the “**Vendor**”)

and

1435300 B.C. LTD., a corporation formed under the laws of British Columbia (“**Sonny Sports Holdco**”)

and

RONNIE STRASSER, an individual with an address for mailing at [REDACTED: Personal information.] (the “**Purchaser**”)

and

certain shareholders of the Vendor (the “**Purchasing Shareholders**” and, collectively with the Vendor, Sonny Sports Holdco and the Purchaser, the “**Parties**”)

WHEREAS:

- A. On August 30, 2024, the Parties entered into a share repurchase agreement (the “**Share Repurchase Agreement**”), pursuant to which, among other things, the Vendor is to transfer all of the issued and outstanding shares in the capital of Sonny Sports Holdco to the Purchasing Shareholders in exchange for the return and cancellation of certain securities of the Vendor held by the Purchasing Shareholders;
- B. Since entering into the Share Repurchase Agreement, the Parties have learned that obtaining Regulatory Approvals (as defined in the Share Repurchase Agreement) for the transactions contemplated thereby will take more time than originally understood; and
- C. As a result, the Parties wish to amend the Share Repurchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration for the mutual covenants herein, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1. The Share Repurchase Agreement be amended as follows:

(a) The reference to “September 30, 2024” in the definition of “Outside Date” be deleted and replaced with “December 31, 2024”.

(b) The following will be deleted from subsection 2.3(1) of the Share Repurchase Agreement:

“The Purchaser acknowledges and agrees that the 1,500,000 Greenbriar Shares will be subject to hold period and will be subject to a restricted period of four months and a day from the date of issuance (the “**Hold Period**”).”

(c) Subsection 2.3(2) of the Share Repurchase Agreement be deleted in its entirety and replaced with the following:

“(2) The Purchaser acknowledges and agrees that the 1,500,000 Greenbriar Shares it will receive pursuant to Section 2.3(1) will be subject to the following hold periods:

(a) 375,000 Greenbriar Shares will be released upon the date that is four months and a day following the date of issuance and the DRS statement representing such Greenbriar Shares will bear the following legend:

Unless permitted under securities legislation, the holder of this security must not trade the security before *[insert the date that is 4 months and a day after the distribution date]*.

(b) 375,000 Greenbriar Shares will be released upon the date that is six months following the Closing Date and the DRS statement representing such Greenbriar Shares will bear the following legends:

Unless permitted under securities legislation, the holder of this security must not trade the security before *[insert the date that is 4 months and a day after the distribution date]*.

The securities represented hereby will not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is six months after *[insert date of transfer to Purchaser]*.

(c) 750,000 Greenbriar Shares will be released upon the date that is nine months following the Closing Date and the DRS statement representing such Greenbriar Shares will bear the following legends:

Unless permitted under securities legislation, the holder of this security must not trade the security before *[insert the date that is 4 months and a day after the distribution date]*.

The securities represented hereby will not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is nine months after [insert date of transfer to Purchaser].

- (d) The following be inserted as paragraph 9.2(2)(c) of the Share Repurchase Agreement:
- “(c) if this Agreement is terminated pursuant to Section 9.1(a), (b), (c) or (e), or Section 9.1(d) based solely on a failure to satisfy Section 7.2(4), the Vendor will, within 10 business days of such termination and subject to the approval of the TSXV for the issuance of the Greenbriar Shares to the Vendor pursuant to the Debt Settlement Agreement, transfer 500,000 Greenbriar Shares to the Purchaser at a deemed price of \$0.50 per Greenbriar Share.”
2. Except as amended hereby, the Share Repurchase Agreement continues in full force and effect and the Share Repurchase Agreement and this Agreement will be read and construed together as one agreement.
 3. The obligations of the Vendor under the Share Repurchase Agreement, as amended by this Agreement (except for the new obligation pursuant paragraph 9.2(2)(c)), and the Ancillary Agreements (as defined in the Share Repurchase Agreement), are subject to the receipt of all Regulatory Approvals (as defined in the Share Repurchase Agreement) for the Share Repurchase Agreement, as amended by this Agreement, and the Ancillary Agreements (as defined in the Share Repurchase Agreement). The parties hereto acknowledge that the obligations of Jeffrey J. Ciachurski and Greenbriar Sustainable Living Inc. under any Ancillary Agreement are also subject to the receipt of all Regulatory Approvals for the Share Repurchase Agreement, as amended by this Agreement, and the Ancillary Agreements.
 4. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
 5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.
 6. The parties agree that this Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
 7. This Agreement may be executed and delivered in (a) any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument, and (b) either paper form or in digital form by electronic transmission in PDF format or by way of an electronic signature platform. Any such digital execution and delivery shall constitute effective execution and delivery of this Agreement.

[The remainder of this page is intentionally left blank. Signature pages follow.]

The parties have executed this Agreement as of the date first above written.

Vendor:

CAPTIVA VERDE WELLNESS CORP.

Per: (Signed) "Jeffrey J. Ciachurski"

Name: Jeffrey J. Ciachurski

Title: Chief Executive Officer

Sonny Sports Holdco:

1435300 B.C. LTD.

Per: (Signed) "Jeffrey J. Ciachurski"

Name: Jeffrey J. Ciachurski

Title: Director

Purchaser:

(Signed) "*Ronnie Strasser*"

RONNIE STRASSER

Purchasing Shareholders:

(Signed) "*Samantha Moses*"

SAMANTHA MOSES

(Signed) "*Janet Nicolson*"

JANET NICOLSON

(Signed) "*Jordan Goodman*"

JORDAN GOODMAN

(Signed) "*Alyssa Markowitz*"

ALYSSA MARKOWITZ

(Signed) "*Joel Goodman*"

JOEL GOODMAN

(Signed) "*Ronnie Strasser*"

RONNIE STRASSER