

AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS AMENDMENT is made as of June 13, 2019 (the "**Amendment**")

BETWEEN:

CHEMESIS INTERNATIONAL INC., a corporation duly incorporated under the laws of the Province of British Columbia,

(the "**Buyer**")

AND:

PHILIP WEN, a resident of California, **PTR MANAGEMENT LLC**, a California limited liability company, and the **WEN FAMILY TRUST**, administered by Philip Wen

(the "**Sellers**")

AND

YUHSIN WEN, a resident of California

BACKGROUND

- A. Pursuant to a Share Purchase Agreement (the "**Purchase Agreement**") dated effective April 22, 2019 among Buyer and Sellers, Buyer and Sellers agreed that
- a. Kieley Growth Mgmt, a California non-profit mutual benefit corporation (the "**Company**"), would be converted to a California general stock corporation (the "**Conversion**");
 - b. Philip Wen would own all of the outstanding shares of common stock of the Company (the "**Shares**") after the Conversion and
 - c. Buyer would acquire the Shares from Philip Wen after the Conversion.
- B. On June 11, 2019, Philip Wen informed Buyer's counsel that Yuhsin Wen was the sole member of the Company and that Yuhsin Wen would own all of Shares after the conversion.
- C. Yuhsin Wen executed a Joinder Agreement to be bound by the terms of the Purchase Agreement on June 12, 2019.
- D. Sellers may be "statutory members" of the Company under Sections 7310-7354 of the California Corporations Code.

- E. Buyer, Sellers, and Yuhsin Wen wish to modify and amend certain provisions of the Purchase Agreement, as set forth in this Amendment.

AGREEMENT

1. Amendments to the Purchase Agreement. The Purchase Agreement is amended as follows:
- (a) Recital D is amended by the deletion of "Philip Wen" and the insertion of "Yuhsin Wen" in its place.
 - (b) Recital E is deleted in its entirety and replaced with "At the Closing, Buyer has agreed to purchase the Shares from Yuhsin Wen and Yuhsin Wen has agreed to sell the Shares to Buyer (or a designated subsidiary of Buyer), subject to the terms and conditions set forth in this Agreement."
 - (c) Section 2.1 is deleted in its entirety and replaced with:
"2.1 Shares. At the Closing, Yuhsin Wen will sell the Shares to Buyer and Buyer will buy the Shares from Yuhsin Wen."
 - (d) Section 2.3(a)(2) is deleted in its entirety and replaced with:
"(2) deliver to the Escrow Agent for the benefit of the Trust, share certificates for Buyer Shares equivalent in value to Five Million United States Dollars (US\$5,000,000) at the deemed issue price of C\$2.04 (adjusted to U.S. Dollars in accordance with the Exchange Rate).
 - (e) Section 2.3(a)(3) is deleted in its entirety.
 - (f) Section 2.4 is deleted in its entirety and replaced with:
"2.4 Escrow. The Escrow Agent will hold the Buyer Shares for the benefit of Yuhsin Wen in accordance with the terms of the Escrow Agreement; provided, however that the Buyer Shares issued under Section 2.3(b) shall not be subject to the Escrow Agreement, and, therefore, will not be held by the Escrow Agent.
 - (g) Section 3.5 is amended by the deletion of "Philip Wen" and the insertion of "Yuhsin Wen" in its place.
 - (h) Section 12.8 is deleted in its entirety and replaced with:
"12.8 Right of Set Off. In the event that the Sellers become obligated to indemnify the Buyer under this Section 12, the Buyer may, at its sole option, opt to seek payment of such amounts from the Sellers by cancelling a portion of the Buyer Shares held in escrow as provided in Section 2.4 of this Agreement equal to the amount of such indemnification obligation, which Buyer Shares shall be

valued at the lesser of (1) the then fair market value of the Buyer Shares; or (2) C\$2.04.

(i) A new Section 17.18 is added as follows:

“Section 17.18 Not Construed Against Drafter. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and in the Transaction Documents and to submit the same to counsel or other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Transaction Document shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision. EACH OF THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGES AND AGREES (a) THAT IT HAS A DUTY TO READ THIS AGREEMENT AND THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS HEREOF, (b) THAT IT HAS IN FACT READ THIS AGREEMENT AND IS FULLY INFORMED AND AS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT, (c) THAT IS HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED THE ADVICE OF SUCH COUNSEL IN CONNECTION WITH ENTERING INTO THIS AGREEMENT OR HAS WAIVED CONSULTATION WITH AND REPRESENTATION BY COUNSEL IN RELATION TO SUCH NEGOTIATION AND ENTERING INTO THIS AGREEMENT, AND (d) THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AGREEMENT PROVIDE FOR THE ASSUMPTION BY ONE PARTY OF, AND/OR RELEASE OF THE OTHER PARTY FROM, CERTAIN LIABILITIES ATTRIBUTABLE TO THIS TRANSACTION THAT SUCH PARTY WOULD OTHERWISE BE RESPONSIBLE FOR UNDER THE LAW.”

2. Defined Terms. Unless otherwise defined herein, all terms used in this Amendment shall have the meanings ascribed to such terms in the Purchase Agreement.
3. Ratification of Purchase Agreement. Save and except as assigned and amended by this Amendment, the Purchase Agreement is hereby ratified and confirmed.
4. Binding Effect. This Amendment shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
5. Governing Law. This Amendment shall be governed by and construed in accordance with the governing law provision contained in the Purchase Agreement.
6. Not Construed Against Drafter. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Amendment and to submit the same to counsel or other consultants for review and comment and that the parties jointly drafted this Amendment. No provision of this Amendment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

EACH OF THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGES AND AGREES (a) THAT IT HAS A DUTY TO READ THIS AMENDMENT AND THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS HEREOF, (b) THAT IT HAS IN FACT READ THIS AMENDMENT AND IS FULLY INFORMED AND AS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AMENDMENT, (c) THAT IS HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AMENDMENT AND HAS RECEIVED THE ADVICE OF SUCH COUNSEL IN CONNECTION WITH ENTERING INTO THIS AMENDMENT OR HAS WAIVED CONSULTATION WITH AND REPRESENTATION BY COUNSEL IN RELATION TO SUCH NEGOTIATION AND ENTERING INTO THIS AMENDMENT, AND (d) THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS AMENDMENT PROVIDE FOR THE ASSUMPTION BY ONE PARTY OF, AND/OR RELEASE OF THE OTHER PARTY FROM, CERTAIN LIABILITIES ATTRIBUTABLE TO THIS TRANSACTION THAT SUCH PARTY WOULD OTHERWISE BE RESPONSIBLE FOR UNDER THE LAW

7. Execution in Counterparts. This Amendment may be executed in two or more counterparts and delivered in .pdf format and each such counterpart so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

The parties have executed this AMENDMENT TO SHARE PURCHASE AGREEMENT as of the day and year first above written.

Note: signature of signatory

CHEMESIS INTERNATIONAL INC.

By:  _____
Aman Parmar, President

PTR MANAGEMENT LLC

By: _____
Philip Wen, Manager

WEN FAMILY TRUST

By: _____
Philip Wen, Trustee

YUHSIN WEN

PHILIP WEN

The parties have executed this AMENDMENT TO SHARE PURCHASE AGREEMENT as of the day and year first above written.

CHEMESIS INTERNATIONAL INC.

By: _____
Aman Parmar, President

Note: signatures of signatories

PTR MANAGEMENT LLC

By: _____
Philip Wen, Manager

WEN FAMILY TRUST

By: _____
Philip Wen, Trustee

PHILIP WEN

PHILIP WEN