

AMENDMENT NO. 1 TO AMALGAMATION AGREEMENT

AMENDMENT No. 1 to the December 20, 2022 Amalgamation Agreement (the "Amendment"), dated as of January 11, 2023, (the "**Effective Date**"), among **NEW LEAF VENTURES INC.** a company incorporated under the laws of British Columbia and having an address at 1910 – 1030 W. Georgia Street, Vancouver, British Columbia V6E 2Y3, Canada (the "**Issuer**"), **1392162 B.C. LTD.**, a company incorporated under the laws of British Columbia and having a registered and records office at 550 Burrard Street, Suite 1008, Vancouver, British Columbia V6C 2B5, Canada, and **HIGH PROFILE HOLDINGS CORP.**, a company incorporated under the laws of British Columbia and having an address at Suite 306 – 1110 Hamilton Street, Vancouver, British Columbia V6B 2S2, Canada ("**Target**") (together, the "**Parties**", and each a "**Party**").

WHEREAS

- A. the Parties have entered into an Amalgamation Agreement, dated December 20, 2022 (the "**Existing Agreement**");
- B. the Parties hereto desire to amend the Existing Agreement to address changes resulting from the cancellation of certain shares held by a shareholder of the Target; and
- C. pursuant to Section 14.4 of the Existing Agreement, the amendments contemplated by the Parties must be contained in a written agreement executed by the Target and Issuer.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
- 2. Amendments to the Existing Agreement. As of the Effective Date, the Existing Agreement is hereby amended or modified as follows:
 - (a) Section 2.5(b)(i) of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"each one (1) Target Share issued and outstanding immediately before the Effective Time shall be exchanged for 0.052826527 Issuer Consideration Shares;" and
 - (b) Section 8.2(h) of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"the authorized capital of Target consists of (i) an unlimited number of common shares without par value, of which 184,298,834 Target Shares are issued and outstanding as of the date of this Agreement and 189,298,834 Target Shares will be issued and outstanding as of the Closing and (ii) 3,745,000 Target Warrants. The Target Shares registered in the names of the Target Shareholders are issued and outstanding as fully paid and non-assessable as of the date of this Agreement, free and clear of any and all trading restrictions (except pursuant to Applicable Laws, or as provided for herein and in the articles or notice of articles of Target), liens, charges or Encumbrances of any kind whatsoever. Except as pursuant to the Target Warrants, no Person currently has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement, warrant or option for the issue or allotment of any unissued shares in the capital of Target or any other security convertible into or exchangeable for any such shares, or to require Target to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;"

3. Miscellaneous.

- (a) This Amendment is governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction).
- (b) This Amendment is binding upon and shall enure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.
- (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- (e) Each of the Issuer and the Target acknowledge, confirm and agree that the Existing Agreement remains in full force and effect and, except as amended by this Amendment, unamended and constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.
- (f) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[signature page to follow]

Each party is signing this Amendment on the date stated below that party's signature.

HIGH PROFILE HOLDINGS CORP.

NEW LEAF VENTURES INC.

Per: "Jason Garnett"

Name: Jason Garnett

Title: Director

Date: January 11, 2023

Per: "Michael Stier"

Name: Michael Stier

Title: CEO & Director

Date: January 11, 2023