

## AMENDMENT TO ASSET PURCHASE AGREEMENT

**THIS AMENDMENT TO THE ASSET PURCHASE AGREEMENT** (the "**Amendment**") is dated as of the 5th of January 2021, between Pacific Myco Biosciences Ltd. a company incorporated under the laws of British Columbia, Canada whose registered office is at 733 Finns Road, Kelowna, British Columbia, V1X 5B7 (the "Buyer"), and CAVA Healthcare Inc., a company incorporated under the laws of British Columbia, Canada whose registered office is at Suite 404, 1688 152nd Street, South Surrey, British Columbia, V4A 4N2 (the "Seller"), together referred to as the "Parties" and each a "Party").

**WHEREAS** the Parties entered into an Asset Purchase Agreement dated July 15, 2020 (the "**Agreement**");

**AND WHEREAS** the Parties wish to hereby amend the terms of the Agreement to amend the payment terms;

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

**NOW THEREFORE** in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1. Section 1.5 of the Agreement is deleted in its entirety and replaced as follows:

**Royalty.** The Buyer will pay the Seller \$300,000 on or before January 31, 2021 as an initial royalty instalment ("Royalty Instalment"). Subsequent to the Company listing its common shares for trading on a public stock exchange and raising a minimum aggregate of \$5 million through debt or equity financing ("Royalty Benchmark"), the Company shall pay the Seller an annual perpetual royalty equal to the greater of \$600,000 or 4% of the Net Sales of any product or service which directly or indirectly incorporates the Acquired Assets (the "Products") to any third party during the respective preceding calendar quarter (the "Royalty"). "Net Sales" means the gross amount collected in cash by Buyer for sales of Products, less any costs of packing, insurance, transport, delivery, customary and usual trade discounts, sales taxes, freight, and duty charges. The Royalty will be payable quarterly in four increments within 30 days following each quarter ending on March 31, June 30, September 30 and December 31. The Royalty will accrue only once the Company has achieved the Royalty Benchmark and will be payable to include fees commencing from March 31, 2021. The Royalty Instalment will be subtracted from the Royalty due upon achieving the Royalty Benchmark. For example, if the Company achieves the Royalty Benchmark on June 30, 2021, at that time the Company will then be obligated to backpay the seller the greater of 4% of Net Sales or \$300,000 for the quarters ending March 31, 2021 and June 30, 2021 less \$300,000 for the Royalty Instalment. In the event the Company does not achieve the Royalty Benchmark by January 15, 2023, the Acquired Assets will revert back to the Seller. While the Company guarantees the total amount of the Royalty, such payment may be satisfied in whole or in part by payments from the Company's subsidiaries, all payments are to be made in Canadian Dollars and include any additional applicable sales taxes (i.e. GST).

2. By executing this Amendment, each of the Parties hereto hereby agrees to the amendments and terms set forth herein. For the avoidance of doubt, after giving effect to the foregoing, the Agreement shall continue to be in force, and the rights and obligations of the Parties hereto shall continue to be on the terms and conditions set forth in the Agreement, as amended, in each case as amended by this Amendment.
3. This Amendment may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or electronic (i.e., "pdf") transmission shall be as effective as delivery of a manually executed counterpart hereof.
4. This Amendment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.
5. This Amendment shall be governed by, and be construed in accordance with, the laws of Tennessee applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than Tennessee.

IN WITNESS WHEREOF this Amendment has been executed by the Parties hereto on the date first above written.

**Cava Healthcare Inc.**

By: (s) "Theo Warkentin"  
Name: Theo Warkentin  
Title: Chief Executive Officer

**Pacific Myco Bioscience Ltd.**

By: (s) "Dr. Lyle Oberg"  
Name: Lyle Oberg  
Title: Chief Executive Officer