

THIS DEED OF AMENDMENT (the “**Deed of Amendment**”) is made on July 15, 2021 (the “**Effective Date**”)

BETWEEN:

- (1) **NAKNIK NAHARIYA KASHER SOGLOWEK LTD.**, a corporation incorporated under the laws of Israel (hereinafter referred to as the “**Vendor**”)
- (2) **ZOGLO'S INCREDIBLE FOOD INC.**, a corporation incorporated and existing under the laws of the Province of Ontario (hereinafter referred to as the “**Purchaser**”)

(Vendor and the Purchaser shall collectively be referred to as the “**Parties**”)

RECITALS:

- A Whereas the Vendor and the Purchaser concluded an Asset Purchase Agreement dated as of February 9, 2021 (the “**Asset Purchase Agreement**”) in terms of which the Vendor and the Purchaser are parties to an Option Agreement, pursuant to which the Vendor granted to the Purchaser an option to purchase the Zoglos Assets (the “**Option**”).
- B Whereas the Purchaser delivered a written notice of its intention to exercise the Option.
- C The Parties therefore wish to amend the Asset Purchase Agreement as follows.

IT IS AGREED:

1. **AMENDMENT**

The Asset Purchase Agreement shall be amended as follows:

- 1.1 Paragraph 1.1 (g) shall be deleted in entirety and replaced with the following:

“**Zoglos Assets**” is defined in the Option Agreement, as amended by the Deed of Amendment dated July 15, 2021.

- 1.2 Paragraph 1.1 (h) shall be deleted in entirety and replaced with the following:

“**Zoglos Products**” is defined in the Option Agreement, as amended by the Deed of Amendment dated July 15, 2021.

2. **MISCELLANEOUS**

- 2.1 Any reference in this Deed of Amendment to the Asset Purchase Agreement, and/or to any provision of the Asset Purchase Agreement will be construed as a reference to the Asset Purchase Agreement, and/or that provision, as amended by this Deed of Amendment. This Deed of Amendment is a Transaction Document.

- 2.2 Nothing in this Deed of Amendment: prejudices or adversely affects any right, power, authority, discretion or remedy; or discharges, releases or otherwise affects any liability or obligation, which arose under or in connection with the Asset Purchase Agreement before the date of this Deed of Amendment. The Asset Purchase Agreement continues in full force and effect, save as amended by this Deed of Amendment.
- 2.3 Save as defined in this Deed of Amendment, definitions, words and expressions used in this Deed of Amendment shall have the same meanings as in the Asset Purchase Agreement.

This Deed of Amendment has been executed as a deed and delivered on the Effective Date.

**NAKNIK NAHARIYA KASHER
SOGLOWEK LTD.**

"Ami Soglowek"

Name:

Title:

I have the authority to bind the corporation

ZOGLO'S INCREDIBLE FOOD INC.

"Henry Ender"

Name:

██████

I have the authority to bind the corporation