

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made effective as of September 24, 2021 (the "**Effective Date**").

AMONG:

VEJII HOLDINGS LTD., a corporation incorporated under the Laws of the Province of British Columbia (the "**Purchaser**")

- and -

VEG ESSENTIALS LLC, a limited liability company incorporated under the Laws of Wisconsin (the "**Corporation**")

- and -

RYAN J. WILSON, an individual resident in the State of Wisconsin ("**Ryan**")

- and -

MARY COURTNEY ERNSTER, an individual resident in the State of Wisconsin ("**Courtney**" and, together with Ryan, the "**Vendors**")

WHEREAS:

- A. Effective April 14, 2021, the Purchaser, the Corporation and the Vendors entered into a Purchase Agreement (the "**Purchase Agreement**").
- B. Pursuant to Section 9.14 of the Purchase Agreement, the Parties wish to amend the Purchase Agreement as set out herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Definitions.** Capitalized terms used in this Amending Agreement (including the Recitals) will, unless otherwise defined herein, have the meanings set out in the Purchase Agreement.
2. **Amendment Date.** The amendments contained herein shall be effective as of the Effective Date.
3. **Amendments and Supplements to the Purchase Agreement.** Effective as of the Effective Date, the Purchase Agreement is hereby amended as follows:
 - (a) The reference to "September 30, 2021" in Section 1.1 is deleted and replaced with "November 5, 2021."
 - (b) All references to "Cash Amount" in the Purchase Agreement are deleted in their entirety.

(c) Section 2.2 is deleted in its entirety and replaced with the following:

"2.2 Purchase Price

The total purchase price payable for the Purchased Interests and the performance by the Vendors of their obligations hereunder and contemplated hereby shall be **ONE MILLION TWO HUNDRED THOUSAND DOLLARS** (\$1,200,000) (the "**Purchase Price**"). The payment of the Purchase Price by the Purchaser to the Vendors shall be made as follows:

- (i) upon execution of this Agreement, a deposit, in cash, of \$200,000 (the "**Deposit**");
 - (ii) on the Closing Date, common shares in the authorized share structure of the Purchaser with a deemed value of \$1,000,000 (the "**Consideration Shares**"), it being acknowledged that the Consideration Shares shall be issued at a deemed price equal to the price of the securities issued pursuant to the Go Public Event."
- (d) Notwithstanding anything to the contrary in Section 8.2 of the Purchase Agreement, the Parties agree that the Deposit shall, from the Effective Date be treated as follows:
- (i) the Vendors are irrevocably entitled to retain \$50,000 of the Deposit and such amount will be delivered to the Vendors as soon as practicable following the Effective Date; and
 - (ii) in the event the Purchase Agreement is terminated for any reason, the remaining \$150,000 of the Deposit shall be returned to the Purchaser.

4. **Governing Law.** The Amending Agreement is governed by and will be construed in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein..
5. **Continuing Effect.** Except as amended by this Amending Agreement, the balance of the terms of the Purchase Agreement shall remain unchanged and in full force and effect.
6. **Entire Agreement.** The Purchase Agreement as amended this Amending Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and thereof, and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof.
7. **Counterparts.** This Amending Agreement may be executed in any number of counterparts (including by electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party may execute this Amending Agreement by signing any counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amending Agreement as of the Effective Date.

VEJII HOLDINGS LTD.

By: (signed) "Dharamvir Singh Gill"

Name: Dharamvir Singh Gill

Title: Director

VEG ESSENTIALS LLC

By: (signed) "Ryan J. Wilson"

Name: Ryan J. Wilson

Title: Owner

(signed) "Ryan J. Wilson"

RYAN J. WILSON

(signed) "Mary Courtney Ernster"

MARY COURTNEY ERNSTER