

**AMENDMENT TO MEMBERSHIP INTEREST PURCHASE
AGREEMENT**

THIS AMENDMENT TO THE MEMBERSHIP INTEREST PURCHASE AGREEMENT (the "**Amendment**") is dated as of the 13th of April 2021, between Ketamine Holdings (USA) Ltd., a Delaware corporation ("Ketamine Holdings"), Revitalist, LLC, a Tennessee limited liability company and William Walker, an individual ("Walker" and together with Revitalist, and Ketamine Holdings, the "Parties" and each a "Party").

WHEREAS the Parties entered into a Membership Interest Purchase Agreement dated February 16, 2021 (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 of the Agreement is deleted in its entirety and replaced as follows:

Subject to the terms and conditions of this Agreement, the consideration for the purchase of Seller's LLC Interest (the "**Purchase Price**") shall be Two (2) times normalized revenue of the Company for the year ended December 31, 2020 (the "**Initial Price**") as determined by an independent audit of the Company's books and records to be completed no later than Sixty (60) days after the Closing (the "**Initial Price**"); increased by Two (2) times the insurance money that is collected between January 1, 2021 and December 31, 2021 that relates to services performed during the year ended December 31, 2020 (the "**Increased Purchase Price**"). The final calculation of the Increased Purchase Price will be made by January 16, 2022 and will be paid \$150,000 in cash and the remainder in common shares at the time and based on the same provisions described in **Section 4.2.1** below. In addition to the Purchase Price, Seller shall receive the Founder's Equity, as described below.

2. Section 4.1, 4.1.1 and 4.1.2 of the Agreement is deleted in its entirety and replaced as follows:

4.1 Cash Consideration. the Purchase Price shall be paid to Seller in cash or other readily available funds (the "**Cash Consideration**"), as follows:

4.1.1 One Hundred Fifty Thousand Dollars (\$150,000) (the "**First Deposit**") shall be paid to Seller in cash or other readily available funds within Three (3) business days after the Closing by way of wire transfer; and

3. Section 4.2, and 4.2.1 of the Agreement is deleted in its entirety and replaced as follows:

4.2 Share Consideration. The remainder of the Purchase Price shall be paid to Seller in the form of common voting stock (the "Revitalist Stock") in Revitalist (the "**Share Consideration**"), as follows:

4.2.1 The Share Consideration shall be distributed to Seller on the one year anniversary of the Closing Date. The number of shares of Revitalist Stock issued shall be determined based upon the 20-day volume weighted average share price of the Revitalist Stock at the time of the issuance of the Revitalist Stock.

4. Section 4.4 of the Agreement is deleted in its entirety.

5. 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.

6. 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.
7. This Amendment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.
8. 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]*

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

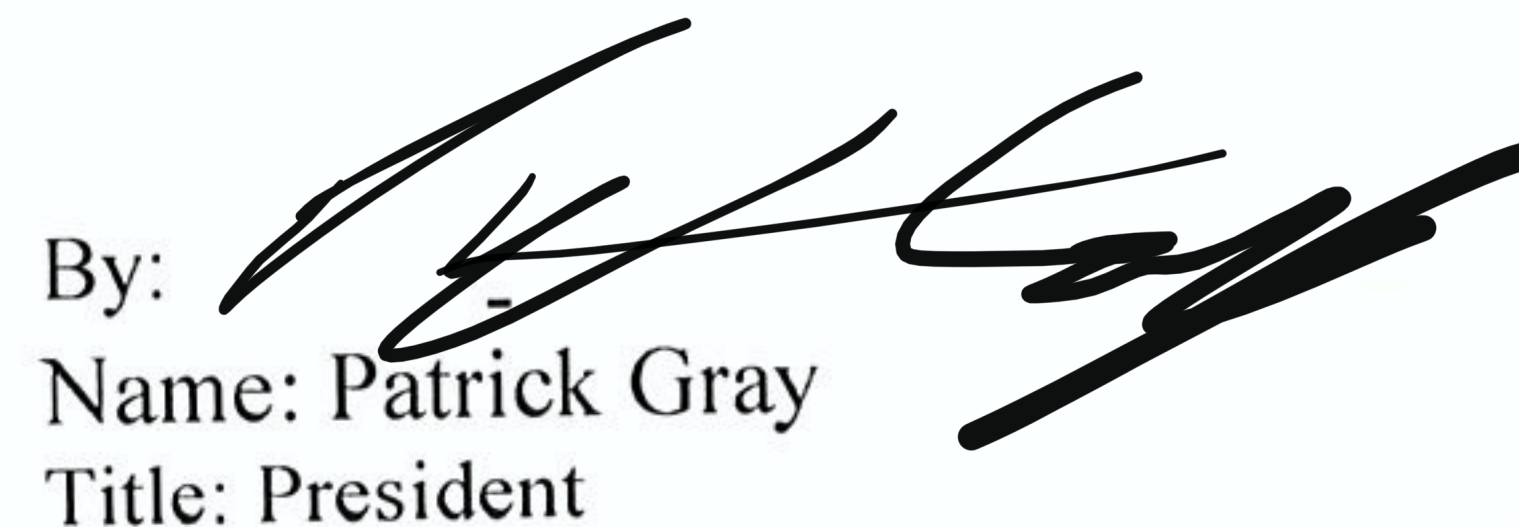
William Walker

Revitalist, LLC

By: 

Name: William Walker
Title: President

Ketamine Holdings (USA), Ltd.

By: 

Name: Patrick Gray
Title: President