

**LOAN AGREEMENT TO RETAINER AGAINST CORPORATE SERVICES CONTRACT  
AMENDMENT**

**THIS AGREEMENT** made as of May 31<sup>st</sup> 2023, between AI Centrix Resource Holdings Inc. #406-2211 Wall Street, Vancouver, BC, V5L 1G4 (the “Lender”) and Derrick Gaon of #1032 - 21 Iceboat Terrace, Toronto, Ontario M5V 4A9 (the “Borrower”).

**WHEREAS:**

(A) the Lender and the Borrower are parties to a Loan Agreement made January 24, 2022, (the “Original Agreement”) a copy of which is attached hereto as Schedule “A”; and

(B) the parties wish to amend and convert the Original Agreement from being a Loan Agreement to being a Prepaid Retainer on the terms and conditions hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSES:**

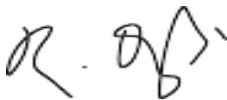
- i. **Total Interest Days Period:** It is agreed that there are 493 days interest from January 24, 2022 to and including May 31, 2023.
- ii. **Total Interest Due:** It is agreed that the following shall be the calculation for the Interest Due -  $\$30,000 \times 10\% \times 493-365 = \$4,052.05$  is the total interest due on May 31, 2023.
- iii. **Total Amount to be Deemed Converted as a Retainer against Corporate Services Contract:** It is agreed that \$34,052.05 is the total amount paid against the Original Loan Agreement and is considered paid effective May 31, 2023 in full by both parties; and the full amount of \$34,052.05 is to be converted and applied as a Retainer against the Corporate Services Contract between the Borrower’s company, 1139179 ONTARIO INC. to be dated June 1, 2023.

**Confirmation**

The parties hereto hereby confirm agree the three points in item (B) above; and time is of the essence.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as of the date first above written.

The Lender:



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Ron Ozols, CEO, AI Centrix Resource Holdings Inc.

The Borrower:



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Derrick Gaon

Schedule A (Original Agreement)

TWO YEAR TERM LOAN AGREEMENT - \$30,000 LOAN

This Agreement made as of the 24th day of January, 2022.

B E T W E E N:

AI CENTRIX RESOURCE HOLDINGS CORP.

a corporation incorporated under the laws of the Province of British Columbia  
(hereinafter referred to as the "Lender")

- and -

MR. DERRICK GAON,

a person resident in the Province of Ontario, Canada  
(hereinafter referred to as the "Borrower")

## TWO YEAR TERM LOAN AGREEMENT - \$30,000 LOAN

This Agreement made as of the 24th day of January, 2022.

### **B E T W E E N:**

#### **AI CENTRIX RESOURCE HOLDINGS CORP.**

a corporation incorporated under the laws of the Province of British Columbia

(hereinafter referred to as the "**Lender**")

- and -

#### **MR. DERRICK GAON,**

a person resident in the Province of Ontario, Canada

(hereinafter referred to as the "**Borrower**")

**WHEREAS** the Lender wishes to Loan CAD \$30,000 (thirty thousand Canadian dollars) of funds to the Borrower as a Two Year Term Loan with 10% (ten percent) interest and due on maturity.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the foregoing, the covenants, agreements, representations, warranties, terms, conditions and payments herein set forth and provided for, the parties hereto hereby covenant and agree, each with the other, as follows:

### **ARTICLE ONE: DEFINITIONS**

#### Section 1.01 **Definitions:**

- (a) "**Agreement**" means this agreement and any amendments or schedules hereto;
- (b) "**Term Loan**" means the loan described in Section 2.01 herein; and
- (c) "**Term**" means the two year term to maturity for the loan.

### **ARTICLE TWO: THE LOAN**

Section 2.01 **Term Loan:** Subject to the terms and conditions of this Agreement, the Lender shall make a Two year term loan to the Borrower in the principal amount of thirty thousand Canadian Dollars (CAD \$30,000 - January 24 2022), (the "**Term Loan**") shall be repayable on maturity with 10% (ten percent) interest calculated per annum due at maturity.

Section 2.02 **Advance of the Term Loan:** The Term Loan has been advanced to the Borrower as of January 24, 2022, subject to the conditions hereof.

### ARTICLE THREE: CONVERTIBILITY

Section 3.01 **Convertibility:** The Term Loan shall does not have a convertibility feature.

Section 3.02 **Forced Conversion:** There is no conversion rights for the loan.

### ARTICLE FOUR: INTEREST & REPAYMENT

Section 4.01 **Interest:** There 10% (ten percent) interest calculated per annum due on the maturity of the Term Loan.

Section 4.02 **Repayment:** Repayment of the entire Term Loan can be made in full or in part at any time. No partial repayments during the term of the loan shall be required; however, the Borrower may prepay any part or parts of principal sum outstanding at any time or times.

Section 4.03 **Default:** Should the loan be deemed in default it will be callable at the option of the Lender at the time that the loan is in default.

### ARTICLE FIVE: MISCELLANEOUS

Section 5.01 **Successors and Assigns:** All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith by or on behalf of the Borrower shall survive the execution of this Agreement, and shall continue in full force and effect so long as any indebtedness under this Agreement is outstanding and unpaid. This Agreement shall enure to the benefit of and shall be binding upon the Borrower and its successors and assigns and shall also enure to the benefit of and be binding upon the Lender and his heirs, executors and assigns. Except as provided herein, the Borrower may not assign any of its rights hereunder without the prior written consent of the Lender.

Section 5.02 **Notices:** Unless otherwise specified herein all notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be personally delivered to and addressed as follows:

- (a) if to the Lender, at:  
AI Centrix Technologies Corp.  
#810-789 West Pender Street, Vancouver, BC, V6C 1H2  
Attention: Ron Ozols, Cel: (604) 240-3114  
Email: ronozols@gmail.com
- (b) if to the Borrower, at:  
Derrick Gaon  
21 Iceboat Terrace, Ste.#1032, Toronto, ON, M5V 4A9  
Cel: (416) 828-3883  
Email: derrickgaon@gmail.com

or at such other address as the parties hereto may designate by written notice to the other parties hereto. All deliveries required by this Agreement shall be made to the Borrower, or to the Lender, as the case may be, at the places specified in this Section for the delivery of notices, requests, demands or communications.

Section 5.03 **Law Governing:** This Agreement shall be construed in accordance with and governed by the laws of the Province of BC.

Section 5.04 **Time:** Time is of the essence of this Agreement.

Section 5.05 **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.06 **Transmission by Facsimile:** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

per:   
Mr. Derrick Gaon (Borrower)

**AI Centrix Technologies Corp.**

Per:   
Mr. Ron Ozols, Director (Lender)