

## AMENDMENT TO EXECUTIVE CONSULTANT AGREEMENT

THIS AMENDMENT AGREEMENT (this “**Amendment Agreement**”) is dated as of the 9<sup>th</sup> day of February, 2023.

### BETWEEN:

**1390503 B.C. LTD.**, a British Columbia company having its business office located at 800 – 885 West Georgia St., Vancouver, British Columbia V6C 3H1.

(the “**Company**”)

### AND:

**STANLARK VENTURES INC.**, a British Columbia company having an address located at 12327 24 Avenue, Surrey BC V4A 2E2.

(the “**Consultant**”)

### WHEREAS:

A. On January 1, 2023, the Company and the Consultant entered into a consulting agreement (the “**Consulting Agreement**”), pursuant to which the Consultant agreed to provide the Company with the services of Kent Carasquero to act in the capacity of Executive Chairman and a director of the Company and provide advice and recommendations regarding the Company’s overall business strategy, operations, and future direction; and

B. The Company and the Consultant wish to amend the terms of the Consulting Agreement in the manner set out in this Amending Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Consulting Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

### PART 1 AMENDMENTS

#### 1. AMENDMENTS

The Parties hereby agree that:

- (a) Section 2.1(a) of the Consulting Agreement is deleted in its entirety and replaced with the following:

“In consideration for the Services provided to the Company by the Consultant, the Company shall pay the Consultant \$10,000 per month, plus applicable GST (the

“**Base Consulting Fee**”) which shall commence at the end of the first month following the Company achieving \$90,000.00 in total revenue (the “**Revenue Milestone**”). For certainty, the Base Consulting Fee shall not accrue prior to the Company achieving the Revenue Milestone and no amount of the Base Consulting Fee shall be owed by the Company to the Consultant until the end of the next month following the Company achieving the Revenue Milestone.”

## **PART 2 MISCELLANEOUS**

### **2. ACKNOWLEDGEMENT**

Each of the Parties hereby acknowledge and agree to the amendment under section 1 of this Amendment Agreement and confirm that this Amendment Agreement is a mutual written agreement sufficient to satisfy the requirements of Section 2.1(b) of the Consulting Agreement.

### **3. ENTIRE AGREEMENT**

Except as amended hereby, the Parties agree that the Consulting Agreement continues to be binding, unchanged, and in full force and effect. Upon execution of this Amendment Agreement by each of the Parties, the Consulting Agreement and this Amendment Agreement will be read and construed as one agreement (together, the “**Amended Agreement**”). The Amended Agreement contains the entire understanding of the Parties with respect to the subject matter of this Amendment Agreement and the Consulting Agreement and cancels and supersedes any prior understandings, agreements, negotiations and discussions, whether written or oral, among the Parties.

### **4. MODIFICATION**

No amendment, modification or rescission of this Amendment Agreement shall be effective unless set forth in writing and signed by the Parties hereto.

### **5. TIME**

Time is of the essence of this Amendment Agreement.

### **6. GOVERNING LAW**

This Amendment Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and any applicable federal laws of Canada.

### **7. COUNTERPARTS**

This Amendment Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument and delivery of an executed copy of this Amendment Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Amendment Agreement as of the date set forth on page one of this Amendment Agreement.

*[The remainder of this page left intentionally blank.]*

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

**1390503 B.C. LTD.**

**STANLARK VENTURES INC.**

Per: "Kent Carasquero"  
Authorized Signatory

Per: "Kent Carasquero"  
Authorized Signatory