

AMENDING AGREEMENT TO PROMISSORY NOTE

THIS AMENDING AGREEMENT (the “**Agreement**”) is made effective as of the 1st day of January, 2021.

BETWEEN:

**PINEDALE ENERGY LIMITED of 2900 - 550 Burrard Street,
Vancouver BC, V6C 0A3, Canada**
(hereinafter referred to as “**Borrower**”)

- and -

**FLAVOCURE BIOTECH, INC. of 701 East Pratt Street,
Baltimore MD, 21202, United States**
(hereinafter referred to as the “**Lender**”)

(collectively, the “**Parties**” and individually, a “**Party**”)

WHEREAS:

- A. In anticipation of a merger agreement, signed on October 6th, 2020 between the parties, the Borrower and Lender entered into a promissory note on September 16th, 2020 in favour of the Borrower for the amount of USD \$75,000 (the “**Promissory Note**”);
- B. The Borrower and Lender wish to amend certain terms and conditions of the Promissory Note to further extend the date on which certain obligations shall become due and owing; and
- C. The Borrower and Lender hereto have agreed to amend the Promissory Note and to enter into this Agreement.

NOW THEREFORE in consideration of the agreements and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

- 1. All words and expressions not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Promissory Note.
- 2. For any conflict arising between the contents of the Promissory Note and this Agreement, the information provided herein shall prevail.
- 3. It is expressly acknowledged that Section 2 of the Promissory Note is hereby deleted and replaced by the following:

“This Note will be repaid in full on February 28, 2021.”

4. The Parties hereby acknowledge their agreement with the terms set out in this Agreement, with the same applicable governing law as the Promissory Note.
5. This Agreement may be executed in several counterparts and evidenced by a facsimile or other electronic copy of an original execution page bearing the signature of each Party hereto, each of which when so executed shall be deemed to be an original, and such counterparts of facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

IN WITNESS WHEREOF each of the Parties have executed this Agreement effective as of the date and year first above written.

PINEDALE ENERGY LIMITED.

FLAVOCURE BIOTECH, INC.

Per: (signed) “*Claus Andrup*”

Name: Claus Andrup
Title: Interim Chief Executive Officer
and Director

Per: (signed) “*Clark Swanson*”

Name: Clark Swanson
Title: Executive Vice Chairman