AMENDMENT TO PROMISSORY NOTE

(this "**Agreement**")

THIS AGREEMENT is dated effective May 24, 2023 (the "**Effective Date**")

BETWEEN:

THE PERSONS SET FORTH ON SCHEDULE "A" ATTACHED HERETO
(collectively, the "**Holders**")

and

SCS ACQUISITION, INC.
(the "**Corporation**")

WHEREAS:

A. On April 18, 2023, the Corporation issued a promissory note to the Holders in the principal amount of US$5,500,000 (the "**Note**");

B. The Corporation and the Holders desire to amend the Note, subject to and in accordance with this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Corporation and the Holders agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Note.

2. The Corporation and the Holders agree that the Note is amended as follows:

   (a) by deleting the defined term "Parent Senior Lender" in Section 1 of the Debenture in its entirety and replacing it with the following:

   "**Parent Senior Lender**" means the Bank of Montreal, in its capacity as administrative agent for certain secured parties in connection with the credit agreement among, inter alios, the Bank of Montreal, as administrative agent, and PopReach, as borrower, as such agreement may be amended, amended and restated or supplemented from time to time.

   (b) by adding "*, including Interest*", after "*all other sums due to the Holders in respect of the amounts payable under this Debenture*" in the definition of "Obligations" in Section 1 of the Note.

   (c) by adding the following language to the end of Section 2 of the Note:

   "Further, if the Corporation fails to prepay the Obligations outstanding under the Note in full on or before May 31, 2025 (the "**Contingent Payment Date**"), the Principal Amount shall be adjusted upwards by US$150,000 (the "**Contingent Amount**") and interest at the rate of 11% per annum shall accrue and be calculated on the unpaid portion of the Principal Amount (as adjusted) commencing on the Contingent Payment Date and continuing until full repayment of the Principal Amount occurs ("**Interest**")."

(d) by deleting and replacing "*May 31, 2025*" in Section 3(b) of the Note with "*November 30, 2026*".

3. The parties hereby agree that in the case of any adjustment to the Note pursuant to Section 2 thereof, the Consideration (as defined in the Acquisition Agreement) shall be, and be deemed to be, adjusted *nunc pro tunc* by the amount of such adjustment.

4. This Agreement shall be read together with the Note and the parties confirm that, except as modified herein, all covenants and conditions in the Note remain unchanged, unmodified and in full force and effect.

5. The parties shall at all times do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement.

6. This Agreement shall be governed and construed in accordance with the laws of the State of California and the laws of the United States applicable therein.

7. This Agreement shall be binding upon and enure to the benefit of the Corporation and the Holders and their respective successors and permitted assigns.

8. This Agreement may be executed in counterparts and delivered via electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

CORPORATION:

SCS ACQUISITION, INC.

Per: ______[redacted]______
Name: Ted Hastings
Title: President

HOLDERS:

______[redacted]______
James A. Schiefer, Trustee of the James Schiefer Living Trust dated December 16, 2020

______[redacted]______
Jeff Roach

______[redacted]
Andrew Wing

______[redacted]______
Glenn Rogers, Trustee of the Rogers Bourne Family Trust

THE SWARM AGENCY, INC.,
a Georgia c[redacted]

By:______[redacted]______
Tom Ellis, CEO

SCHEDULE "A"

HOLDERS

James A. Schiefer, Trustee of the James Schiefer Living Trust
dated December 16, 2020

Jeff Roach

Andrew Wing

Glenn Rogers, Trustee of the Rogers Bourne Family Trust

The Swarm Agency, Inc.