

SECOND AMENDING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is dated June 20, 2022, with effect as of May 31, 2022 (the “**Effective Date**”).

AMONG:

DASH CAPITAL CORP., a corporation existing under the laws of the Province of Alberta (“**Dash**”),

- and -

2366191 ALBERTA LTD., a corporation existing under the laws of the Province of Alberta (“**Subco**”),

- and -

SIMPLY SOLVENTLESS CONCENTRATES LTD., a corporation existing under the laws of the Province of Alberta (“**SSC**”),

each a “**Party**” and collectively, the “**Parties**”.

RECITALS:

- A. The Parties entered into an amalgamation agreement dated August 6, 2021, as amended effective December 31, 2021 (the “**Amalgamation Agreement**”).
- B. The Parties desire to amend the Amalgamation Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 **Definitions**

In this Agreement, all capitalized terms shall have the meanings ascribed thereto in the Amalgamation Agreement, except where otherwise defined herein.

ARTICLE 2 - AMENDMENTS TO THE AMALGAMATION AGREEMENT

2.01 **Amendments**

- (1) Effective as of the Effective Date, the Amalgamation Agreement is amended as follows:
 - (a) The definition of “**Consolidation**” in Section 1.1(w) is deleted and replaced in its entirety with the following: ““**Consolidation**” means the consolidation of the Dash Shares on the basis of one Dash Share for 2.0 existing Dash Shares.”

- (b) The definition of “**Outside Date**” in Section 1.1(ttt) is deleted and replaced in its entirety with the following: ““**Outside Date**” means November 30, 2022.”

ARTICLE 3 – CONFIRMATION OF AMALGAMATION AGREEMENT

3.01 **Confirmation**

The Amalgamation Agreement and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect and the Amalgamation Agreement, as amended and supplemented by this Agreement, is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the Effective Date.

ARTICLE 4 - GENERAL

4.01 **Further Assurances**

Each Party will from time to time, on and after the date hereof, at the request and expense of the requesting Party, execute and deliver all such other additional instruments, notices, releases, acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

4.02 **Invalidity of Provisions**

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall not in any way be affected or impaired thereby.

4.03 **Amendment**

Subject to Section 11.2 of the Amalgamation Agreement, this Agreement may be amended only by written instrument executed by the Parties.

4.04 **Benefit of the Agreement**

This Agreement will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.

4.05 **Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. Each Party accedes and submits to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

4.06 **Counterparts**

This Agreement may be executed by facsimile, PDF or other electronic form, and may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall

not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

DASH CAPITAL CORP.

Per: signed "*Darrell Denney*"

Name: Darrell Denney

Title: Chief Executive Officer

2366191 ALBERTA LTD.

Per: signed "*Todd McAllister*"

Name: Todd McAllister

Title: President

SIMPLY SOLVENTLESS CONCENTRATES LTD.

Per: signed "*Tara Johnson-Ouellette*"

Name: Tara Johnson-Ouellette

Title: Chief Executive Officer