SECOND AMENDMENT TO BUSINESS COMBINATION AGREEMENT

This second amendment (this "**Amending Agreement**"), dated as of March 19, 2024, is entered into by and between Agrinam Acquisition Corporation, a corporation incorporated under the laws of the Province of British Columbia, Canada ("**Agrinam**"), Agrinam Merger Sub, Inc., a wholly owned Subsidiary of Agrinam incorporated pursuant to the laws of Delaware, United States of America ("**Merger Sub**") and Freight Farms, Inc., a corporation incorporated pursuant to the laws of Delaware, United States of America ("**Freight Farms**"). Agrinam, Merger Sub and Freight Farms are each referred to herein as a "**Party**" and together as the "**Parties**".

RECITALS

WHEREAS, the Parties have entered into and executed a business combination agreement dated as of October 4, 2023 (as amended on March 14, 2024, the "**Business Combination Agreement**");

AND WHEREAS, the Parties wish to enter into this Amending Agreement to amend the Business Combination Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained in this Agreement, and subject to the conditions set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Defined Terms

(a) The rules of interpretation set forth in the Business Combination Agreement shall apply to this Amending Agreement.

(b) Unless otherwise defined herein, the capitalized terms and expressions used herein will have the meaning given to them in the Business Combination Agreement.

1.2 Sections and Headings

The division of this Amending Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Amending Agreement. Unless otherwise stated, a reference herein to a numbered or lettered Article or Section refers to the Article or Section bearing that number or letter in this Amending Agreement.

ARTICLE II
AMENDMENTS

2.1 Certain Definitions

The definition of "Acquisition Proposal" in Section 1.01 of the Business Combination Agreement is deleted in its entirety and replaced with:

> *"**Acquisition Proposal**" means, with respect to a Party, other than the transactions contemplated by this Agreement (including, for greater certainty, the PIPE Financing),*

and other than any transaction involving only that Party, any written offer, proposal or inquiry from any Person or group of Persons acting jointly or in concert after the Agreement Date relating to:

(a) any sale or disposition, direct or indirect, of: (i) other than inventory, in the case of Freight Farms, assets representing 10% or more of the consolidated assets (indicated as total assets on the audited consolidated financial statements of Freight Farms as at and for the fiscal year ended December 31, 2022) or contributing 10% or more of the annual consolidated revenue of Freight Farms (indicated as total revenue on the audited consolidated financial statements of Freight Farms as at and for the fiscal year ended December 31, 2022); or (ii) in the case of Agrinam, 10% or more of the Equity Interests of Agrinam (or rights or interests in such Equity Interests);

(b) in the case of Agrinam, an acquisition, business combination or other transaction that would constitute a Qualifying Acquisition;

(c) any take-over bid, exchange offer or other transaction (other than, in the case of Freight Farms, an issuance of Equity Interests) that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of Equity Interests of that Party;

(d) any arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or winding up involving that Party; or

(e) any other transaction or series of transactions similar to the transactions listed in clauses (a) through (d) of this definition involving that Party.

The definition of “Founders” in Section 1.01 of the Business Combination Agreement is deleted in its entirety and replaced with:

*“**Founders**” means the Sponsor and Agustin Tristan Aldave, Gustavo Castellanos Lugo, Luis Alberto Ibarra Pardo, Guillermo Eduardo Cruz, Jeronimo Peralta del Valle, Luis Pedraza Trejo, Nicholas Thadaney, Lara Zink, Jennifer Reynolds, and Donald Olds (or persons or companies controlled by them).*

The definition of “Founder Earnout Shares” in Section 1.01 of the Business Combination Agreement is deleted in its entirety and replaced with:

*“**Founder Earnout Shares**” means an aggregate 34,500 Agrinam Proportionate Voting Shares (as may be adjusted pursuant to Section 6.05(d)) to be held by the Founders immediately upon and following Closing; provided that, for certainty, the aggregate 3,450,000 Agrinam Class B Shares held by the Founders as of the Agreement Date until immediately prior to Closing (which shall convert into the aggregate 34,500 Agrinam Proportionate Voting Shares immediately upon Closing) shall not be considered Founder Earnout Shares nor be subject to any restrictions imposed on the Founder Earnout Shares prior to Closing.*

The definition of "Founder Second Tranche Target Price" in Section 1.01 of the Business Combination Agreement, and any further reference thereunder, is deleted in its entirety.

The definition of "Founder Target Prices" in Section 1.01 of the Business Combination Agreement, and any further reference thereunder, is deleted in its entirety.

The definition of "PIPE Financing" in Section 1.01 of the Business Combination Agreement is deleted in its entirety and replaced with:

> *"**PIPE Financing**" means any combination of: (i) debt financing to be obtained at or prior to the Effective Time; and (ii) a private placement of PIPE Securities to be completed at or prior to the Effective Time in accordance with the terms of the PIPE Purchase Agreements which will provide that any Agrinam Common Shares issuable upon the exchange of the PIPE Securities will be issued to the PIPE Investors at a price of at least US$8.50 per Agrinam Common Share, with additional contributions of Founder Earnout Shares for a nominal amount being provided by the Founders to the PIPE Investors and a reduction in the number of Seller Earnout Shares issuable to the Seller Earnout Participants, as contemplated in Section 6.10, in order to achieve an effective price of US$5.00 per Agrinam Common Share (or such higher amount as may be determined and agreed to by the Parties).*

The definition of "Seller Target Prices" in Section 1.01 of the Business Combination Agreement is deleted in its entirety and replaced with:

> *"Seller Target Price" has the meaning set forth in <u>Section 6.04(a)(i)</u>."*

The definitions of "Seller First Tranche Target Price" and "Seller Second Tranche Target Price" are deleted in their entirety.

2.2 Section 5.09(b)

Section 5.09(b) in the Business Combination Agreement is deleted in its entirety and replaced with:

> *Each of Agrinam and Freight Farms agree that: (i) the PIPE Purchase Agreements shall provide that the PIPE Securities shall be exchanged for Agrinam Common Shares; and (ii) that the PIPE Financing must be completed on terms such that the effective price of each Agrinam Common Share issued in connection with the PIPE Financing is, immediately following the Effective Time, equal to US$5.00 per share (or such higher amount as may be determined and agreed to by the Parties).*

2.3 Section 5.15(c)

The following Section 5.15(c) shall be added to the Business Combination Agreement:

> *(c) Notwithstanding anything contained in this Section 5.15, Freight Farms and Freight Farms' Representatives shall be permitted to engage or participate in discussions or negotiations with any Person in respect of sources of financing for Freight Farms, provided that: (i) such sources of financing are only in respect of an issuance of Equity Interests of Freight Farms or debt financing; (ii) Freight Farms, and any Freight Farms' Representative, does not enter into any definitive agreement with respect to such source(s) of financing prior to the termination of*

this Agreement; and (iii) during the Interim Period, Freight Farms uses commercially reasonable efforts to incorporate such sources of financing into, and make such sources of financing part of, the PIPE Financing.

2.4 Section 6.04

Section 6.04 in the Business Combination Agreement is deleted in its entirety and replaced with:

(a) At Closing, Agrinam shall grant to the Seller Earnout Participants the right (which, for certainty, such right shall only be evidenced by this Agreement) to 100% of the Seller Earnout Shares (which for clarity shall be the amount of Seller Earnout Shares that remains following any transfer(s) of Seller Earnout Shares to PIPE Investors in accordance with Section 6.10), whereby each Seller Earnout Participant shall be entitled to be issued its portion of the Seller Earnout Shares as set forth in the Freight Farms Allocation Schedule, if, at any point during the Earnout Period:

*(i) the VWAP of the Agrinam Common Shares on the TSX is at or above US$12.50 (the "**Seller Target Price**") for any twenty (20) trading days out of thirty (30) consecutive trading days on the TSX;*

(ii) the 2025 consolidated fiscal year-end revenue of Agrinam, as reported in audited consolidated financial statements for the 2025 fiscal year, or in the event an acquisition is completed by Agrinam, the pro-forma financial statements for the 2025 fiscal year-end revenue, is at or above US$70,000,000; or

(iii) Agrinam consummates a Change in Control, which will result in the Agrinam Shareholders having the right to exchange their Agrinam Common Shares for cash, securities or other property having a value equaling or exceeding US$12.50 per Agrinam Common Share..

(b) For the avoidance of doubt: (i) in no event will the Seller Earnout Participants be entitled to receive, in the aggregate, Agrinam Common Shares in excess of the Seller Earnout Shares pursuant to this Section 6.04; and (ii) upon expiry of the Earnout Period, any existing right of the Seller Earnout Participants to Seller Earnout Shares that has not vested pursuant to the provisions of this Section 6.04 shall terminate.

(c) In the event Agrinam consummates a Change in Control which will result in the Agrinam Shareholders having the right to exchange their Agrinam Common Shares for cash, securities or other property having a value less than US$12.50 per Agrinam Common Share, the rights of the Seller Earnout Participants under this Section 6.04 shall continue to apply in accordance with the terms hereof following the consummation of such Change in Control. It is the intent of the Parties that such adjustments will be made in order to provide to the Seller Earnout Participants the same economic effect as contemplated by this Agreement as if no such Change in Control with respect to the Agrinam Common Shares had occurred.

(d) The Seller Earnout Shares and Seller Target Price will be adjusted appropriately to reflect any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Agrinam Common Shares), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Agrinam Common Shares, occurring on or after the date hereof and

prior to the time any such Seller Earnout Shares are delivered to the Seller Earnout Participants. It is the intent of the Parties that such adjustments will be made in order to provide to the Seller Earnout Participants the same economic effect as contemplated by this Agreement as if no change with respect to the Agrinam Common Shares had occurred.

2.5 Section 6.05

Section 6.05 in the Business Combination Agreement is deleted in its entirety and replaced with:

(a) 70% of the Founder Earnout Shares held by each Founder will vest on the Closing Date.

*(b) If at any point during the Earnout Period: (i) the VWAP of the Agrinam Common Shares on the TSX is at or above US$12.50 (the "**Founder First Tranche Target Price**") for any twenty (20) trading days out of thirty (30) consecutive trading days on the TSX; (ii) the 2025 consolidated fiscal year-end revenue of Agrinam, as reported in audited consolidated financial statements for the 2025 fiscal year, or in the event an acquisition is completed by Agrinam, the pro-forma financial statements for the 2025 fiscal year-end revenue, of Agrinam is at or above US$70,000,000; or (iii) Agrinam consummates a Change in Control, which will result in the Agrinam Shareholders having the right to exchange their Agrinam Common Shares for cash, securities or other property having a value equaling or exceeding US$12.50 per Agrinam Common Share, then all of the remaining Founder Earnout Shares held by each Founder shall vest.*

(c) For the avoidance of doubt, in no event will the Founders be entitled to receive, in the aggregate, Agrinam Common Shares in excess of the Founder Earnout Shares pursuant to this Section 6.05.

(d) The Founder Earnout Shares and Founder First Tranche Target Price will be adjusted appropriately to reflect any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Agrinam Common Shares), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Agrinam Common Shares, occurring on or after the date hereof and prior to the time any such Founder Earnout Shares are delivered to the Founders. It is the intent of the Parties that such adjustments will be made in order to provide to the Founders the same economic effect as contemplated by this Agreement as if no change with respect to the Agrinam Common Shares had occurred.

(e) In the event Agrinam consummates a Change in Control which will result in the Agrinam Shareholders having the right to exchange their Agrinam Common Shares for cash, securities or other property having a value less than US$12.50 per Agrinam Common Share, the rights of the Founders under this Section 6.05 shall continue to apply in accordance with the terms hereof following the consummation of such Change in Control. It is the intent of the Parties that such adjustments will be made in order to provide to the Founders the same economic effect as contemplated by this Agreement as if no such Change in Control with respect to the Agrinam Common Shares had occurred.

(f) *In the event any Founder Earnout Shares do not vest in accordance with the terms hereof, the Founders agree: (i) to an automatic repurchase by Agrinam whereby the total aggregate consideration payable by Agrinam to each Founder for any such repurchase shall be US$1.00; and (ii) upon repurchase, such Founder Earnout Shares shall be cancelled by Agrinam and any dividends declared on the Agrinam Common Shares that would have otherwise been payable on the Founder Earnout Shares to the Founders shall be returned to Agrinam.*

(g) *From and after the Closing Date until the earlier of: (i) the Founder Earnout Shares vesting; and (ii) the repurchase of the Founder Earnout Shares, in each case in accordance with this Section 6.05, the Founders agree not to vote any of the unvested Founder Earnout Shares in any meeting of the securityholders of Agrinam.*

(h) *Until the Founder Earnout Shares: (i) vest pursuant to this Section 6.05; and (ii) are released from the lock-up restrictions contained in the Transfer Restrictions Agreement and Undertaking, the Founder Earnout Shares, and any interests in the Founder Earnout Shares, may not be transferred, directly or indirectly, and no agreement to engage in such direct or indirect transfer may be entered into except if such transfer is conducted in accordance with section 2(4) of the Transfer Restrictions Agreement and Undertaking.*

2.6 Section 6.10

The following Section 6.10 shall be added to the Business Combination Agreement:

The Seller Earnout Participants as a group and the Founders as a group shall each transfer substantially concurrently with the Closing such portion of the Seller Earnout Shares and Founder Earnout Shares (with such transferred Seller Earnout Shares and Founder Earnout Shares having equal value in the aggregate based on an immediately post-conversion to Agrinam Common Share basis, such that the Seller Earnout Participants as a group and the Founders as a group each contribute equal value), to PIPE Investors in connection with the PIPE Financing in order to achieve an effective price of at least US$5.00 per Agrinam Common Share issuable upon the exchange of the PIPE Securities for purposes of satisfying the conditions specified in Sections 7.03(j), 7.03(k), 7.03(m). In connection with any such transfer of (i) Founders Earnout Shares pursuant to this Section 6.10, such Founders Shares shall be deemed to be vested and no longer subject to the provisions in Section 6.05 of this Agreement or (ii) Seller Earnout Shares pursuant to this Section 6.10, such Seller Earnout Shares shall be issued upon the Closing and shall not be subject to the provisions set out in Section 6.04.

2.7 Section 7.03(g)

Section 7.03(g) in the Business Combination Agreement is deleted in its entirety and replaced with:

Agrinam Minimum Cash Requirement. Agrinam shall have available immediately prior to the Effective Time a minimum cash amount of at least US$20 million (excluding or prior to the aggregate fees and expenses of Agrinam and Freight Farms incurred in connection with this Agreement, the Transaction, the Merger, the PIPE Financing and the other transactions contemplated by this Agreement, including for greater certainty, among others, the fees payable to the legal and financial advisors of Agrinam, Merger Sub and

Freight Farms, any fees payable by Agrinam in connection with its initial public offering and fees payable to Canaccord Genuity LLC and BMO Nesbitt Burns Inc.) or such other amount as the TSX may request in order for the TSX to provide the approval required pursuant to Section 7.01(d), which amount shall be inclusive of: (i) the total available cash in the Escrow Account, but after the applicable redemptions of Agrinam Class A Shares for which notices of redemption have been provided and not withdrawn; and (ii) the amount funded or committed pursuant to the PIPE Financing.

2.8 Section 7.03(i)

The following Section 7.03(i) shall be added to the Business Combination Agreement:

Agrinam shall have facilitated, and Freight Farms shall have received, the following bridge financing by the dates specified below, in each case in the form of a convertible note or similar instrument acceptable to Freight Farms, acting reasonably:

(i) $1,000,000 on or before March 31, 2024; and

(ii) $500,000 on or before April 12, 2024.

2.9 Section 7.03(j)

The following Section 7.03(j) shall be added to the Business Combination Agreement:

*On or before April 19, 2024, Agrinam shall have received final and fully executed term sheet(s) (in form and substance acceptable to Freight Farms, acting reasonably) for a minimum of $5,000,000 (the "**First PIPE Commitment**") to be funded or committed under the PIPE Financing, which amount shall be provided by investors in exchange for PIPE Securities with or without the issuance of debt, provided that if such term sheet(s) are for a combination of PIPE Securities and the issuance of debt, at least 20% of the aggregate amounts to be funded or committed pursuant to the term sheet(s) shall be for PIPE Securities.*

2.10 Section 7.03(k)

The following Section 7.03(k) shall be added to the Business Combination Agreement:

*On or before May 17, 2024, Agrinam shall have received final and fully executed term sheet(s) (in form and substance acceptable to Freight Farms, acting reasonably) for a minimum of $10,000,000 (which for clarity shall be in addition to the First PIPE Commitment) (the "**Second PIPE Commitment**") to be funded or committed under the PIPE Financing, which amount shall be provided by investors in exchange for PIPE Securities with or without the issuance of debt, provided that if such term sheet(s) are for a combination of PIPE Securities and the issuance of debt, at least 30% of the aggregate amounts to be funded or committed pursuant to the First PIPE Commitment and the Second PIPE Commitment collectively, shall be for PIPE Securities.*

2.11 Section 7.03(l)

The following Section 7.03(l) shall be added to the Business Combination Agreement:

On or before May 17, 2024, Agrinam shall have obtained conditional approval from the TSX to issue debt (if any) contemplated under the First PIPE Commitment and the Second PIPE Commitment.

2.12 Section 7.03(m)

The following Section 7.03(m) shall be added to the Business Combination Agreement:

On or before May 31, 2024, Agrinam shall have:

*(i) received final and executed term sheet(s) (in form and substance satisfactory to Freight Farms, acting reasonably) for a minimum of an additional $10,000,000 (which for clarity shall be in addition to the First PIPE Commitment and the Second PIPE Commitment) (the "**Third PIPE Commitment**") to be funded or committed under the PIPE Financing, which amount shall be provided by investors in exchange for PIPE Securities with or without the issuance of debt, provided that if such term sheet(s) are for a combination of PIPE Securities and the issuance of debt, at least 50% of the aggregate amounts to be funded or committed pursuant to the First PIPE Commitment, the Second PIPE Commitment and the Third PIPE Commitment collectively, shall be for PIPE Securities; and*

(ii) entered into agreements (in form and substance satisfactory to Freight Farms, acting reasonably) with each of the IPO Underwriters providing for payment of the fees owing to the IPO Underwriters in connection with Agrinam's initial public offering in the form of Agrinam Common Shares instead of cash.

2.13 Section 7.03(n)

The following Section 7.03(n) shall be added to the Business Combination Agreement:

The conditions set forth in Section 7.01(d) and Section 7.01(e) must have been satisfied on or before June 15, 2024.

2.14 Section 7.03(o)

The following Section 7.03(o) shall be added to the Business Combination Agreement:

On or before June 15, 2024:

(i) executed PIPE Purchase Agreements shall have been entered into with PIPE Investors in form and substance satisfactory to each of Agrinam and Freight Farms, each acting reasonably; and

*(ii) executed lending agreements or other debt instruments shall have been entered into between applicable lenders and any of Agrinam, one or more subsidiaries of Agrinam, Freight Farms, or a special purpose financing company, as the case may be, in each case in form and substance satisfactory to each of Agrinam and Freight Farms, each acting reasonably (collectively, the "**Lending Agreements**"),*

such PIPE Purchase Agreements and Lending Agreements reflecting the aggregate amount (and the applicable proportions of PIPE Securities and debt to be issued with respect to such aggregate amount) to be raised pursuant to the First Pipe Commitment, the Second PIPE Commitment and the Third PIPE Commitment.

2.15 Section 7.03(p)

The following Section 7.03(p) shall be added to the Business Combination Agreement:

The aggregate fees and expenses of Agrinam and Freight Farms incurred in connection with this Agreement, the Transaction, the Merger, the PIPE Financing and the other transactions contemplated by this Agreement, including for greater certainty, among others, the fees payable to the legal and financial advisors of Agrinam, Merger Sub and Freight Farms, any fees payable by Agrinam in connection with its initial public offering and fees payable to Canaccord Genuity LLC and BMO Nesbitt Burns Inc.) shall not exceed $8,000,000.

2.16 Section 8.02

Section 8.02 in the Business Combination Agreement is deleted in its entirety and replaced with:

This Agreement may be terminated at any time prior to the Effective Time:

(a) by mutual written consent of Agrinam and Freight Farms;

(b) by either Agrinam or Freight Farms if:

*(i) the Effective Time shall not have occurred on or before the date on which Agrinam's timeline for completing its Qualifying Acquisition in accordance with the terms of its Constating Documents has expired, except that if the Effective Time has not occurred on or before June 28, 2024, Freight Farms shall have the right, upon providing advance written notice to Agrinam in writing, terminate this Agreement, effective as of June 28, 2024 (the "**Outside Date**"); provided that, the right to terminate this Agreement pursuant to this Section 8.02(b)(i) shall not be available to any Party if the failure of the Effective Time to occur on or before the Outside Date is caused by a failure of such Party to perform any of its obligations under this Agreement required to be performed at or prior to the Effective Time and such action or failure to perform constitutes a breach in any material respect of this Agreement; or*

(ii) a Governmental Authority of a competent jurisdiction shall have issued a final and non-appealable Order having the effect of permanently restraining, enjoining or otherwise prohibiting the consummation of the Transaction; provided that the right to terminate this Agreement pursuant to this Section 8.02(b)(i) shall not be available to a Party if the issuance of such final, non-appealable Order is caused by a failure of such Party to perform or comply with any of its obligations or covenants under this Agreement; and provided, further that the Party seeking to terminate this Agreement pursuant to this Section 8.02(b)(i) shall have

complied with its obligations under Section 6.02 to prevent, oppose or remove such Order;

(c) *by Agrinam if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Freight Farms under this Agreement occurs that would cause any condition in Section 7.02 not to be satisfied, and such breach or failure is incapable of being cured by the Outside Date, and Agrinam is not then in breach of this Agreement so as to cause any condition in Section 7.03 not to be satisfied, or any condition in Section 7.02 is otherwise not able to be satisfied;*

(d) *by Freight Farms if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Agrinam or Merger Sub under this Agreement occurs that would cause any condition in Section 7.03 not to be satisfied, and such breach or failure is incapable of being cured by the Outside Date, and Freight Farms is not then in breach of this Agreement so as to cause any condition in Section 7.02 not to be satisfied, or any condition in Section 7.03 is otherwise not able to be satisfied; or*

(e) *by Freight Farms if any of the conditions specified in Sections 7.03(i), 7.03(j), 7.03(k), 7.03(l), 7.03(m), 7.03(n), or 7.03(o) have not been satisfied on or before the respective date specified for each such condition or have not otherwise been waived in writing by Freight Farms.*

Any Party terminating this Agreement pursuant to this Section 8.02 (other than Section 8.02 (a)) shall give written notice of such termination to the other Party in accordance with this Agreement specifying the provision or provisions hereof pursuant to which such termination is being effected.

2.17 Section 9.08

Section 9.08 in the Business Combination Agreement is deleted in its entirety and replaced with:

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part (by operation of law or otherwise), by any of the Parties without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the immediately preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

ARTICLE III
GENERAL PROVISIONS

3.1 Freight Farms Allocation Schedule

Agrinam acknowledges and agrees that the Freight Farms Allocation Schedule may be updated by Freight Farms to give effect to the amendments contemplated in this Amending Agreement, including the issuance of Seller Earnout Shares at the Closing and the transfer of such Seller Earnout Shares to the transferee(s) contemplated in Section 6.10 of the Business Combination Agreement.

3.2 Balance of Agreement Confirmed

This Amending Agreement hereby amends the Business Combination Agreement effective as of the date of this Amending Agreement and is deemed to form a part thereof, *mutatis mutandis*. The Parties agree that all other terms and conditions of the Business Combination Agreement remain in full force and effect, unamended. On and after the date of this Amending Agreement, any reference to "this Agreement" in the Business Combination Agreement and any reference to the Business Combination Agreement in any other agreements or documents will mean the Business Combination Agreement, as amended by this Amending Agreement. In the event of any conflict between the terms and conditions of this Amending Agreement, and terms and conditions of the Business Combination Agreement, the terms and conditions of this Amending Agreement shall prevail to the extent of the inconsistency.

3.3 Governing Law

This Amending Agreement will be governed by the DGCL with respect to any matters within the scope thereof, and otherwise this Amending Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

3.4 Jurisdiction

In relation to any Proceedings to enforce this Amending Agreement or arising out of or in connection with this Amending Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of the British Columbia Court and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum.

3.5 Severability

If any term or other provision of this Amending Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Amending Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Amending Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by the Business Combination Agreement, as amended by this Amending Agreement, are fulfilled to the extent possible.

3.6 Assignment

Neither this Amending Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part (by operation of law or otherwise), by any of the Parties without the prior written consent of the other Parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the immediately preceding sentence, this Amending Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

3.7 Counterparts; Facsimile and Electronic Signatures

This Amending Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Amending Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by PDF, each of which shall be deemed an original.

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

IN WITNESS WHEREOF, the Parties have caused this Amending Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

AGRINAM ACQUISITION CORPORATION

By: Signed "*Agustin Tristan Aldave*"
Name: Agustin Tristan Aldave
Title: Chief Executive Officer

Per: Signed "*Guillermo Eduardo Cruz*"
Name: Guillermo Eduardo Cruz
Title: Chief Operating Officer

We have the authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have caused this Amending Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

AGRINAM MERGER SUB, INC.

By: Signed "*Agustin Tristan Aldave*"
Name: Agustin Tristan Aldave
Title: President and Chief Executive Officer

I have the authority to bind the corporation.

IN WITNESS WHEREOF, the Parties have caused this Amending Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

FREIGHT FARMS, INC.

By: Signed "*Rick Vanzura*"
Name: Rick Vanzura
Title: Chief Executive Officer

I have the authority to bind the corporation.