

AMENDMENT TO THE SHARE PURCHASE AGREEMENT

This Amendment to the Share Purchase Agreement dated as of March 29, 2019 (“Amendment”) is entered into by and between **ALPHA PEAK LEISURE INC.** (the “Vendor”) and **[NAME OF PURCHASER]** (the “Purchaser”) in connection with that certain Share Purchase Agreement dated as of December 21, 2018 between the Vendor and the Purchaser (the “Purchase Agreement”).

WHEREAS, the Vendor has requested an extension of the outside completion date for closing in order to complete certain internal restructuring of the Vendor as more particularly described in the management information circular of the Vendor dated as of December 21, 2018.

AND WHEREAS, the Vendor and the Purchaser desire to amend the Purchase Agreement as set forth below.

NOW THEREFORE in consideration of the premises and the agreements herein set out and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 6 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement may, by notice in writing given at or prior to the Closing, be terminated: (i) by mutual consent of the Vendor and the Purchaser; (ii) by the Purchaser if any of the conditions in Section 5(1) have not been satisfied on or before June 30, 2019 and the Purchaser has not waived such condition prior to the Closing, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or (iii) by the Vendor if any of the conditions in Section 5(1) have not been satisfied on or before June 30, 2019 and the Vendor has not waived such condition at or prior to the Closing, unless such failure shall be due to the failure of the Vendor to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

2. Unless otherwise defined herein, capitalized terms used in this Amendment, including the recitals hereto, shall have the meanings ascribed to such terms in the Purchase Agreement.
3. This Amendment shall be deemed to be part of, and a modification to, the Purchase Agreement and shall be governed by all the terms and provisions of the Purchase Agreement. Except as expressly provided in this Amendment, nothing contained in this Amendment shall be deemed to amend, waive or consent to the modification, waiver or consent of any other term, condition, covenant or agreement contained in the Purchase Agreement or be deemed to be a waiver of any breach or default under the Purchase Agreement, and each party hereto hereby agrees and acknowledges that, as expressly modified and supplemented by this Amendment, all of the terms, conditions, covenants, agreements and other provisions contained in the Purchase Agreement are hereby ratified and confirmed in all respects and shall remain in full force and effect.
4. Each party hereto, shall, from time to time, at the reasonable request of any other party hereto, promptly execute and deliver all such further documents and agreements and take such further action necessary to give effect to the provisions and intent of this Amendment.

5. This Agreement may be executed in any number of counterparts and delivered by facsimile or PDF copies of original execution pages bearing the signatures of the parties hereto, each of which shall be considered an original and all of which taken together shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date first set out above.

ALPHA PEAK LEISURE INC.

By: _____
Name:
Title:

[PURCHASER]