

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 30th day of October, 2020.

AMONG:

HALO LABS INC., a company existing under the *Business Corporations Act* (Ontario) (“Halo”)

AND:

DAVID KEITH DEAN of [REDACTED]
[REDACTED] and **DARRAN WILLIAM QUINN** of [REDACTED]
[REDACTED]

(each a “Seller” and together, the “Sellers”)

WHEREAS:

- A. Halo and the Sellers are parties to a share purchase agreement dated October 1, 2020 (the “**Acquisition Agreement**”), pursuant to which Halo agreed to acquire all of the outstanding shares in the capital of Canmart Ltd in exchange for common shares of Halo, such that upon completion of the Transaction, Halo will hold all of the issued and outstanding shares in the capital of Canmart Ltd;
- B. Pursuant to Section 17.1 of the Acquisition Agreement, no variation of the Acquisition Agreement shall be effective unless it is in writing and signed the parties (or their authorised representatives); and
- C. The Parties wish to amend the terms of the Acquisition Agreement to: (i) increase the number of Consideration Shares; and (ii) revise the Long Stop Date to November 9, 2020.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 **Definitions**

In this Amending Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith, capitalized words and phrases shall have the meanings set forth in the Acquisition Agreement.

1.2 **Interpretation Not Affected by Headings**

The division of this Amending Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.

1.3 **Article References**

Unless reference is specifically made to some other document or instrument, all references herein to articles, sections and exhibits are to articles, sections and exhibits of this Amending Agreement.

1.4 **Extended Meanings**

Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders.

1.5 **Effect of Agreement**

This Amending Agreement is supplementary to the Acquisition Agreement and is to be read with and construed in accordance with the Acquisition Agreement as if this Amending Agreement and the Acquisition Agreement constitute one agreement. Other than as provided in this Amending Agreement, all other terms and conditions of the Acquisition Agreement shall remain in full force and effect, unamended, and the Parties hereby ratify and confirm the same.

1.6 **Governing Law**

This Amending Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

ARTICLE 2 **AMENDMENT TO ACQUISITION AGREEMENT**

2.1 **Amendment of Definitions**

The Parties agree that the definitions of “Completion Consideration Shares”, “Consideration Shares”, “First Tranche Deferred Consideration Shares”, “Longstop Date” and “Second Tranche Deferred Consideration Shares” in Section 1.1 of the Acquisition Agreement are hereby deleted in their entirety and replaced with the following respective definitions:

“Completion Consideration Shares: the 135,416,666 Consideration Shares to be allotted and issued to the Sellers on Completion.

Consideration Shares: the 52,083,334 common shares in the capital of the Buyer to be allotted and issued to the Sellers at a deemed price of C\$0.048 per share in accordance with clause 4.1 in consideration for the sale of the Sale Shares, subject to the terms and conditions of this agreement.

First Tranche Deferred Consideration Shares: the 52,083,332 Consideration Shares to be allotted and issued to the Sellers in accordance with clause 4.1.

Longstop Date: 9 November 2020 or such other date as may be agreed by the Buyer and the Sellers in writing.

Second Tranche Deferred Consideration Shares: the 31,250,000 Consideration Shares to be allotted and issued to the Sellers in accordance with clause 4.1.”

2.2 **Other Amendments**

The Parties agree that:

- (i) Section 1.1 of the Acquisition Agreement will be revised by deleting the definition "Consideration VWAP Price" in its entirety; and
- (ii) Section 4.1 will be revised by deleting the following phrase ", calculated as per the Consideration VWAP Price,".

ARTICLE 3 **GENERAL**

3.1 **Binding Effect**

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

3.2 **Further Assurances**

Each Party hereto shall, from time to time and at all times hereafter, at the request of any other Party, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

3.3 **Amendments**

No amendment or variation of the provisions of this Amending Agreement shall be binding upon the Parties unless evidenced in writing and executed by all Parties.

3.4 **Counterparts**

This Amending Agreement may be executed in counterparts, in original, facsimile or electronic form, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

HALO LABS INC.

By: *"Kiran Sidhu"*

Name: Kiran Sidhu

Title: Chief Executive Officer

"David Keith Dean"

David Keith Dean

"Darran William Quinn"

Darran William Quinn

