

THIS SECOND AMENDING AGREEMENT made as of the 30th day of May, 2024.

BETWEEN:

1LIFE HOLDINGS LTD., a body corporate incorporated under the laws of the Province of British Columbia ("**1LIFE**");

AND:

1000196193 ONTARIO LTD., a body corporate incorporated under the laws of the Province of Ontario (the "**Company**");

WHEREAS:

- A. 1LIFE and the Company are parties to a property option agreement dated November 8, 2022, as amended pursuant to an amending agreement dated as of February 10, 2023 (the "**Option Agreement**");
- B. The Company is required to make certain payments to 1LIFE pursuant to the Option Agreement; and
- C. 1LIFE and the Company wish to amend certain terms of the Option Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the parties hereto agree to amend the Option Agreement as provided herein:

Section 1 General

In this Second Amending Agreement (including the recitals), unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Option Agreement (including as amended by this Amending Agreement).

Section 2 To be Read with the Option Agreement

This Amending Agreement is an amendment to the Option Agreement. Unless the context of this Amending Agreement otherwise requires, the Option Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Option Agreement and this Amending Agreement were contained in one agreement. The term "**Agreement**" when used in the Option Agreement means the Option Agreement as amended, supplemented or modified from time to time (including as amended by this Amending Agreement).

Section 3 Consideration

In consideration for agreeing to this amendment, PACE will make a cash payment of C\$5,000 to 1LIFE within 7 days following the TSX Venture Exchange approval of this Agreement.

Section 4 Amendments

- (a) Subsection 4.1(a) of the Option Agreement is hereby amended by deleting such Subsection in its entirety and replacing it with the following:

“(a) “Pay an aggregate of C\$120,000 as follows:

- (i) pay C\$20,000 within seven days of the Effective Date;*
- (ii) pay C\$20,000 7 days following the TSX Venture Exchange approval of the Transaction; and*
- (iii) pay C\$25,000 prior to September 30, 2024; and*
- (iv) pay C\$50,000 prior to December 31, 2025.”*

- (b) Add Subsection 4.1(b) to the Option Agreement which shall read:

“(b) incur aggregate Expenditures of C\$100,000 on or before December 31, 2025.”

Section 5 No Other Amendments, Waivers or Consents

- (a) Except as expressly amended, waived or consented to herein, the Option Agreement, as well as any document or agreement entered into between the parties in connection thereto shall be unmodified and shall continue to be in full force and effect in accordance with their terms.
- (b) The Option Agreement shall be deemed to be amended as of and from the date hereof.
- (c) All provisions of the Option Agreement, as amended by this Amending Agreement, are hereby ratified and confirmed and shall continue in full force.

Section 6 Counterparts

This Amending Agreement may be executed in any number of separate counterparts and by original or electronic signature in facsimile or pdf copy, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7 Severability

If any term or provision of this Amending Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Amending Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Amending Agreement.

Section 8 Governing Law

This Amending Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of British Columbia and the federal Laws of Canada applicable in such province, without regard to its conflict of laws principles.

[Remainder of Page is Intentionally Blank]

IN WITNESS WHEREOF this Second Amending Agreement has been executed by the Parties as of the date first written above.

1LIFE HOLDINGS LTD.

By: (signed) "Matthew Fraser"

Authorized Signatory

1000196193 ONTARIO LTD.

By: (signed) "Steve Varry"

Authorized Signatory