

## AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** (this “**Amending Agreement**”) is made as of August 30, 2024.

### AMONG:

**GREENBRIAR CAPITAL (U.S.) LLC**, a Delaware company, having their principal executive offices at 9 Landport, Newport Beach, California, United States, 92660 (the “**Purchaser**”)

and

**GREENBRIAR SUSTAINABLE LIVING INC.**, a corporation formed under the laws of British Columbia, having their principal executive offices at 632 Foster Avenue, Coquitlam, British Columbia, V3J 2L7 (“**Greenbriar**”)

and

**RONNIE STRASSER**, an individual with an address for mailing at [REDACTED: Personal Information] (the “**Seller**”).

**WHEREAS**, the Purchaser is a wholly-owned subsidiary of Greenbriar;

**AND WHEREAS**, the Purchaser and Seller entered into a water rights option purchase agreement, dated October 1, 2023, attached hereto as Schedule “A” (the “**Option Agreement**”), pursuant to which the Seller granted the Purchaser the option to acquire 115 acre-feet of water rights in the Tehachapi-Cummings County Water District (the “**Water Option**”) at a price of US\$29,260.56 per acre-foot, being US\$3,364,964.00 (the “**Option Consideration**”) plus a non-refundable reservation fee of US\$1,010,000;

**AND WHEREAS**, all capitalized terms used in this Amending Agreement which are not otherwise defined herein will have the meanings ascribed thereto in the Option Agreement;

**AND WHEREAS** the parties have agreed to amend the terms of the Option Agreement as detailed herein in connection with a share repurchase agreement dated August 30, 2024 (the “**Repurchase Agreement**”) among Captiva Verde Wellness Corp. (“**Captiva**”), 1435300 B.C. Ltd., the Seller and certain shareholders of listed in Schedule “A” thereto, pursuant to which the parties thereto agreed to unwind and settle certain matters ;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Purchaser and Seller agree that the Option Agreement shall expire on December 31, 2024, if the Water Option is not exercised by the Purchaser on or before December 31, 2024.

2. Section 3 in the Option Agreement is hereby deleted and replaced with the following:

“3. **Termination and Survival**

3.1 This Agreement shall terminate with the parties having no obligations to each other, on the earliest to occur of the following:

- (a) written agreement of the parties to terminate this Agreement; or
- (b) December 31, 2024.”

3. The Purchaser and Seller agree that the reference to “USD\$3,364,964.00” in Section 1 of the Option Agreement as the total sum payable to the Seller, after the non-refundable reservation fee of USD\$1,010,000, to exercise the Water Option is hereby deleted and replaced with “USD\$3,400,000.00”.

4. Subject to the approval of the TSX Venture Exchange, Greenbriar agrees to amend, at the Closing (as defined in the Repurchase Agreement), the following 500,000 options to acquire common shares in the capital of the Greenbriar (each common share, a “**Greenbriar Share**”) at an exercise price of \$1.25 per Greenbriar Share until January 25, 2025 (collectively, the “**Options**”), such that the Options are exercisable at an exercise price of \$1.00 per Greenbriar Share until the date that is two years following the Closing (as defined in the Repurchase Agreement):

Holder	Number of Options
Ronnie Strasser	300,000
Xuan Mashall	50,000
Alyssa Markowitz	50,000
Zale Turner	50,000
Zlaman Oster	50,000

5. Section 4 of this Amending Agreement shall survive termination of the Option Agreement.

6. In all other respects the terms and conditions set forth in the Option Agreement shall remain unamended.

7. It is agreed and understood that this Amending Agreement may be executed by way of facsimile transmission and, further, may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties hereto, providing each party hereto has executed at least one counterpart, and shall be deemed to be an original notwithstanding that all parties are not signatory to the same counterpart.

8. This Amending Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

*[The remainder of this page is intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement as of the date first above written.

**GREENBRIAR CAPITAL (U.S.) LLC**

Per: (Signed) "Jeffrey J. Ciachurski"  
Name: Jeffrey J. Ciachurski  
Title: President

**GREENBRIAR SUSTAINABLE LIVING INC.**

Per: (Signed) "Jeffrey J. Ciachurski"  
Name: Jeffrey J. Ciachurski  
Title: Chief Executive Officer

Signed and delivered by **RONNIE STRASSER** in the presence of: )  
 )  
 )  
 )  
\_\_\_\_\_)  
Witness (Signature) )  
\_\_\_\_\_)  
Name (please print) )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)  
City, Province )  
 )  
 )  
 )  
 )  
 )

(Signed) "*Ronnie Strasser*" \_\_\_\_\_  
**RONNIE STRASSER**

**SCHEDULE "A"**  
**Water Rights Option Purchase Agreement**

*See attached*