AMENDING AGREEMENT

THIS AMENDING AGREEMENT is effective as of June 26, 2024.

BETWEEN:

HAKKEN CAPITAL CORP., a corporation existing under the laws of the Province of British Columbia and having an office 4626 Lockehaven Place, North Vancouver, BC, V7G 2B8

("Hakken")

AND:

ESHBAL FUNCTIONAL FOOD (AGRICULTURAL

COOPERATIVE) LTD., an agricultural cooperative existing under the laws of Israel (cooperative number 570041889) and having an office at Kibbutz Ma'anit, 3785500, Israel ("**Eshbal**") and the **Eshbal Holders**, by their representative, **Yuval Levy**

(the "Eshbal Representative")

RECITALS:

- A. Pursuant to a business combination agreement dated May 28, 2024 among Hakken, Eshbal and the Eshbal Holders (the "Agreement"), Hakken, Eshbal and the Eshbal Holders agreed to complete a reverse takeover transaction of Hakken by Eshbal (the "Transaction");
- B. Under the Agreement, the Eshbal Representative has been granted the power and authority to enter into this Amending Agreement on behalf of the Eshbal and the Eshbal Holders; and
- C. The parties wish to extend the Termination Date of the Agreement on the terms and conditions contained herein.

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

1. **Definitions**

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement.

2. <u>Amendments to the Agreement</u>

Hakken and the Eshbal Representative agree to delete the following Section 1.1(pppp) from the Agreement:

(a) **"Termination Date"** means June 30, 2024 which is the date by which the Closing must occur, or such later date as may be mutually agreed by the Hakken and the Representative.

Hakken and the Eshbal Representative agree to insert a new Section 1.1(pppp) into the Agreement as follows:

(a) **"Termination Date"** means October 31, 2024 which is the date by which the Closing must occur, or such later date as may be mutually agreed by the Hakken and the Representative."

3. <u>Entire Agreement</u>

The parties confirm and ratify the Agreement as amended hereby and acknowledge that, except as expressly amended, modified and supplemented hereby, the provisions of the Agreement are and shall remain in full force and effect.

4. <u>Further Assurances</u>

The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Amending Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Amending Agreement and carry out its provisions.

5. <u>Time of the Essence</u>

Time shall remain of the essence in respect of the Agreement, as amended hereby.

6. Successors and Assigns

All of the covenants and agreements in this Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law

This Amending Agreement will be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any dispute arising under or in relation to the binding provisions in this Amending Agreement will be resolved in the competent court located in: (a) in case ESHBAL or an ESHBAL Holder is the claiming party - the Courts of the Province of British Columbia; and (b) in case Hakken is the claiming party - the competent court located in Tel Aviv-Jaffa, Israel.

Notwithstanding the above, nothing in this Section 7 shall be construed as abrogating the right of a Party which has been sued in relation to this Amending Agreement to bring any action (including, without limitation, a countersuit or a third-party notice) in the same venue in which it has been sued.

8. **Counterparts and Facsimile**

This Amending Agreement may be executed by the parties in separate counterparts and delivered by facsimile transmission or electronic transmission each of which when so executed and delivered shall be an original, but all such counterparts and facsimiles or electronic transmissions shall together constitute one and the same instrument.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF the parties hereto have duly executed this Amending Agreement as of the date set out above.

HAKKEN CAPITAL CORP.

Per: (signed) David Eto Name: David Eto Title: Chief Executive Officer

<u>(signed) Yuval Levy</u> Yuval Levy, as representative, on behalf of Eshbal and the Eshbal Holders