

# AMENDMENT

## AMENDMENT

regarding [[Company]], effective [[Date]]

Amendment No. [[AmendmentNumber]] to [[OriginalAgreement]]

This Amendment No. [[AmendmentNumber]] (this "Amendment") is made and entered into as of [[Date]] (the "Effective Date") by and between:

Alescent, Inc. ("Alescent"), having its place of business at

1055 W. Hastings, Suite 300, Vancouver, British Columbia, Canada, V6E 2E9

and

[[Company]] ("Counterparty"), having its principal place of business at

[[CompanyAddress]]

Alescent and Counterparty are referred to collectively as the "Parties" and individually as a "Party".

### 1. Background and Intent

A. The Parties previously entered into that certain [[OriginalAgreement]], effective as of [[OriginalAgreementEffectiveDate]] (the "Original Agreement").

B. The Parties wish to document specific variations from the Original Agreement, without reopening, restating, or otherwise modifying the balance of the Original Agreement beyond what is expressly stated in this Amendment.

C. The Parties intend that this Amendment clearly and exhaustively capture all agreed deviations from the Original Agreement, whether such deviations are additions, deletions, clarifications, or substitutions.

D. NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

### 2. Defined Terms

Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Original Agreement.

### 3. Amendments to the Original Agreement

Effective as of the Effective Date, the Original Agreement is amended solely as follows.

#### 3.1 Amended Provisions

The following provisions of the Original Agreement are amended and restated in their entirety as set out below:

- [Section X - Title]
  - [Insert amended contractual language here.]
- [Section X - Title]
  - [Insert amended contractual language here.]
- [Section X - Title]

- [Insert amended contractual language here.]

### **3.2 Added Provisions**

The following provisions are added to the Original Agreement.

#### **3.2.1 Inline Additions**

The following provisions are added directly to the body of the Original Agreement:

- [New Section X - Title]
  - [Insert new contractual language here.]
- [New Section X - Title]
  - [Insert new contractual language here.]
- [New Section X - Title]
  - [Insert new contractual language here.]

#### **3.2.2 Additions by Schedule**

In addition, the provisions set out in Schedule [ ] attached to this Amendment are hereby added to, and shall form part of, the Original Agreement with the same force and effect as if fully set forth in the body of the Original Agreement.

### **3.3 Deleted Provisions**

The following provisions of the Original Agreement are deleted in their entirety:

- [Section X - Title]

## **4. No Other Modifications**

Except as expressly set forth in this Amendment:

- the Original Agreement remains unchanged and in full force and effect;
- all rights, obligations, representations, warranties, covenants, and remedies of the Parties under the Original Agreement are reaffirmed; and
- this Amendment shall not be interpreted as a waiver, novation, or restatement of the Original Agreement.

## **5. Order of Precedence**

In the event of any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment shall prevail solely with respect to the subject matter expressly addressed herein. In all other respects, the Original Agreement shall govern.

## **6. Execution and Counterparts**

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery of this Amendment by electronic means shall be deemed effective for all purposes.



## 7. Governing Law

This Amendment shall be governed by and construed in accordance with the laws governing the Original Agreement, without regard to conflict of laws principles.

## 8. Entire Amendment

This Amendment constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions or understandings relating to such subject matter. This Amendment is intended to be read together with the Original Agreement as a single integrated agreement.

## 9. Execution

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

[[Company]]

By: [SIGNATURE]

Name: [[Name]]

Title: [[Title]]

Date: [[Date]]

Alescent, Inc.

By: [SIGNATURE]

Name: Jame Healy

Title: Managing Partner

Date: [[Date]]