

AMENDMENT AGREEMENT

THIS AGREEMENT dated for reference the day of August, 2017.

BETWEEN:

BIOCUREPHARM CORPORATION., a company existing under the laws of the Republic of Korea,

("BP Korea")

AND:

GRAVIS ENERGY CORP., a company existing under the laws of the Province of British Columbia,

("Gravis")

AND:

GRAVIS ENERGY KOREA CO., LTD., a company existing under the laws of the Republic of Korea,

("Merger Sub")

WHEREAS:

A. BP Korea, Gravis and Merger Sub entered into a merger agreement dated March 22, 2017 (the "**Merger Agreement**"); and

B. BP Korea, Gravis and Merger Sub mutually wish to amend the Merger Agreement.

NOW THEREFORE, in consideration of the mutual premises and the respective covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Issuer and the Agent agree as follows:

1. **ONE AGREEMENT**

The Merger Agreement, as amended hereby, will continue in full force and effect and this Amendment Agreement will have effect so far as practicable as if all the provisions of the Merger Agreement and of this Amendment Agreement were contained in the one instrument.

2. **DEFINITIONS**

Except as otherwise specified herein, all capitalized terms defined in the Merger Agreement will have the same meaning when used in this Amendment Agreement.

3. AMENDMENTS TO MERGER AGREEMENT

Effective as of the date hereof, the Merger Agreement is hereby amended as follows:

- (i) Section 1.1(l) is deleted in its entirety, is of no further force and effect, and is replaced with the following:

“**Consolidation**” means the consolidation of the Gravis Shares on a 6.033479 old for one (1) new basis.

- (ii) Section 2.6 is deleted in its entirety, is of no further force and effect, and is replaced with the following:

- (a) Depository. Prior to the Closing, Gravis shall select a bank or trust company to act as the Depository for the purposes of distributing the Consideration to the BP Shareholders.
- (b) Payment Procedures. Promptly (and in any event within ten (10) Business Days) following the Closing Date, Gravis shall cause the Depository to deliver to each holder of record (as of immediately prior to the Closing Date) of BP Korea Shares the Consideration payable in respect thereof pursuant to the provisions of this Article 2. All outstanding share certificates of BP shall be deemed from and after the Closing, to evidence only the right to receive the Consideration payable in respect thereof.
- (c) Fractional Shares. No fractional Gravis Shares shall be issued to BP Shareholders and any fractional interest shall be rounded down to the nearest whole number.
- (d) Fully Paid and Non-Assessable. All Gravis Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

4. GOVERNING LAW

This Amendment Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of such Province will have jurisdiction over any dispute arising under this Agreement.

5. COUNTERPARTS

This Amendment Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

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IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

GRAVIS ENERGY CORP.

BIOCURE TECHNOLOGY INC.

By: /s/ "Julie Hajduk"
Julie Hajduk
President

By: /s/ "Sang Mok Lee"
Sang Mok Lee
President

"

GRAVIS ENERGY KOREA CO LTD.

By: /s/ "Jai Woo Lee"
Print Name: Jai Woo Lee
Title: President